

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Agenda

May 21, 2024

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in person. The meeting will also be broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

*BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience
[The Bal Harbour Experience.pdf](#)*

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

- PA1** Jewish American Heritage Month - Proclamation
 - > Maor Elbaz Starinsky - Consul General
 - > Brian Siegal - Regional Director American Jewish Committee
- PA2** Peace Officers Memorial Day and Police Officer Week - Proclamation
- PA3** National Public Works Week - Proclamation
- PA4** The Government Finance Officers Association (GFOA) Award - Presentation

CONSENT AGENDA

C6 - COUNCIL MINUTES

- C6A** April 9, 2024 Bal Harbour Village Council Regular Meeting Minutes
[VillageCouncil-RegularCouncilMeetingMinutes_April9_2024.pdf](#)

C7 - RESOLUTIONS

C7A Accepting Liquor License - Harbour Restaurants LLC (d/b/a) Makoto Restaurant

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT HARBOUR RESTAURANT PARTNERS LLC, DBA MAKOTO APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO TO EXTEND THE RESTAURANT'S 4COP LICENSE TO THE TERRACE AREA ACROSS FROM RESTAURANT IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Makoto Liquor License ADA.pdf](#)

[Memorandum - Makoto Liquor License ADA.pdf](#)

[Resolution - Makoto Liquor License ADA.pdf](#)

[Attachment - DABT Application Makoto ADA.pdf](#)

C7B Approving Jogging Path Restoration Proposal - Southern Asphalt Engineering

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND SOUTHERN ASPHALT ENGINEERING, INC., FOR THE RESTORATION OF THE JOGGING PATH, AS DETAILED WITHIN PROPOSAL NO. 20240069, IN THE AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$62,299); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$5,664), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Jogging Path Restoration Proposal ADA.pdf](#)

[Memorandum - Jogging Path Restoration Proposal ADA.pdf](#)

[Resolution - Jogging Path Restoration Proposal ADA.pdf](#)

[Attachment - Southern Asphalt Engineering Proposal #20240069 ADA.pdf](#)

[Attachment - Agreement with Southern Asphalt Engineering ADA.pdf](#)

C7C Approving Resolution Urging County Mayor - Public Notice Website Implementation

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA THANKING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR PASSING RESOLUTION 281-24, COMMENCING THE PROCESS FOR CREATING A PUBLICLY-ACCESSIBLE WEBSITE FOR THE POSTING OF NOTICES AND ADVERTISEMENTS BY MUNICIPAL GOVERNMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 50.0311; URGING THE MAYOR OF MIAMI-DADE COUNTY TO MEET THE NINETY-DAY IMPLEMENTATION GOAL SET FORTH IN THE RESOLUTION;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Urging County Mayor - Public Notice Website - ADA.pdf](#)
[Memorandum - Urging County Mayor - Public Notice Website ADA.pdf](#)
[Resolution - Urging County Mayor - Public Notice Website ADA.pdf](#)

R5 - ORDINANCES

- R5A** Ordinance - Amend Parking of Commercial Vehicles (Second Reading)
AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", "SECTION 19-7 "PARKING OF COMMERCIAL VEHICLES AND VEHICLES DISPLAYING SIGNAGE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Parking of Commercial Vehicles - Second Reading ADA.pdf](#)
[Memorandum - Parking of Commercial Vehicles - Second Reading ADA.pdf](#)
[Ordinance - Parking of Commercial Vehicles - Second Reading ADA.pdf](#)

- R5B** Ordinance - Prohibiting Motorized Means of Transportation (Second Reading)

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10, "MARINE STRUCTURES, ACTIVITIES AND WAYS," ARTICLE II, "USE OF PUBLIC BEACHES," SECTION 10-31 "PROHIBITED ACTS" AND CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE II, "OPERATION OF VEHICLES," SECTION 19-27 OF THE VILLAGE CODE RELATING TO THE OPERATION OF MOTORIZED VEHICLES AND DEVICES ON PATHS AND SIDEWALKS; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES" OF CHAPTER 2 "ADMINISTRATION" TO CREATE RELATED PENALTIES; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

[Item Summary - Prohibiting Motorized Means of Transportation- Second Reading ADA.pdf](#)
[Memorandum - Prohibiting Motorized Means of Transportation - Second Reading ADA.pdf](#)
[Ordinance - Prohibiting Motorized Means of Transportation - Second Reading ADA.pdf](#)
[Attachment - Council Meeting Minutes February 15, 2022 ADA.pdf](#)

R7 - RESOLUTIONS

- R7A** Accepting The Fiscal Year 2022-23 Annual Comprehensive Financial Report (ACFR)

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - ACFR FYE 2023 ADA.pdf](#)
[Memorandum - ACFR FYE 2023 ADA.pdf](#)
[Resolution - ACFR FYE 2023 ADA.pdf](#)

- R7B** Amending The Fiscal Year 2023-24 Budget
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2023-24 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[Item Summary - Mid-Year Budget Amendment ADA.pdf](#)
[Memorandum - Mid-Year Budget Amendment ADA.pdf](#)
[Resolution - Mid-Year Budget Amendment ADA.pdf](#)
[Attachment - Exhibit A - Revenue & Exp Authority by Fund ADA.pdf](#)

- R7C** Approving Landscape Maintenance & Beautification Services Agreements - Brightview Landscape Services Inc.
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF VILLAGE WIDE LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY; AT ESTABLISHED RATES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR ALL MATERIALS AND RELATED SERVICES AS DEFINED WITHIN THE AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Landscape Maintenance & Beautification Services Agreements ADA.pdf](#)
[Memorandum - Landscape Maintenance & Beautification Services Agreements ADA.pdf](#)
[Resolution - Landscape Maintenance & Beautification Services Agreements ADA.pdf](#)
[Attachment - BrightView Proposal RFP 2024-02 Landscape ADA.pdf](#)
[Attachment - BrightView Proposal BHCA RFP 2024-03 Landscape ADA.pdf](#)
[Attachment - Exhibit A - Agreement 2024-02 Brightview Landscape Services Village ADA.pdf](#)
[Attachment - Exhibit A - Agreement 2024-03 BHCA Brightview Landscape Services ADA.pdf](#)

- R7D** Approving Event Production Agreement Amendment - AAMusicians (d/b/a Beachside Events)
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN THE AMOUNT OF \$95,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Event Production Agreement Amendment ADA.pdf](#)
[Memorandum - Event Production Agreement Amendment ADA.pdf](#)
[Resolution - Event Production Agreement Amendment ADA.pdf](#)

[Attachment - AAMusicians dbaBeachSideEvents Second Amendment ADA.pdf](#)
[Attachment - Beachside Events Bal Harbour Proposal #742024 ADA.pdf](#)

R7E Approving Oceana Development Agreement Amendment
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE,
FLORIDA; APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT REGARDING OCEANA, WITH OCEANA BAL HARBOUR
CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR
IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Oceana Development Agreement Amendment ADA.pdf](#)
[Memorandum - Oceana Development Agreement Amendment ADA.pdf](#)
[Resolution - Oceana Development Agreement Amendment ADA.pdf](#)
[Attachment - First Amendment to Oceana Development Agreement ADA.pdf](#)
[Attachment - Enea - Oceana Concept Presentation ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Proposed Ordinance Amendments Related To Fair
Housing Opportunities - Village Manager Jorge M. Gonzalez
[Proposed Ordinance Amendments Related To Fair Housing Opportunities - Village Manager
Jorge M. Gonzalez ADA.pdf](#)

R9B- PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report
[R11A1_Lobbyist Registration Report as of May15_2024.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report
[Monthly Attorney Report April 2024 ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees.

The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall.

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person 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 includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Minutes

April 9, 2024

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person. The meeting was also broadcast on the Village's website (www.balharbourfl.gov). Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE - Mayor Freimark called the meeting to order at 7:12 P.M. following the Local Planning Agency Meeting.

The following were present:

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver (via Zoom)
Councilman David J. Albaum
Councilman David Wolf
Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Roger Pou, Deputy Village Attorney

The Pledge of Allegiance was led by Mayor Freimark.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Sklar requested that Agenda Item C7A be pulled from the Consent Agenda and considered at the end of the Regular Agenda.

PRESENTATIONS AND AWARDS

PA1 Autism Acceptance Month - Proclamation

Mayor Freimark read the proclamation and presented it to Bal Harbour Police Detective Hector Gonzalez and his son Christopher Gonzalez.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT THE BALMORAL RESTAURANT APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR A 2COP LICENSE IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was pulled from the Consent Agenda and considered at 8:14 PM after Councilman Sklar had recused himself and left the dais.

Mr. Gonzalez introduced the item. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey Freimark and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (4-0).

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PROPOSAL FROM THE BALMORAL GROUP TO CONDUCT ANALYSIS OF THE METHOD USED TO ALLOCATE THE SECURITY AND LANDSCAPE ASSESSMENT IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA, AS DETAILED WITHIN THE BALMORAL GROUP PROPOSAL DATED MARCH 20, 2024, IN THE AMOUNT NOT TO EXCEED ELEVEN THOUSAND NINE HUNDRED DOLLARS (\$11,900); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PROPOSAL FROM CUMMINS CEDERBERG FOR THE PROVISION OF MARINE ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES, TO ANALYZE THE CREATION OF A VESSEL EXCLUSION ZONE AND OTHER MITIGATION OPTIONS, IN THE WATERS OF BISCAYNE BAY WITHIN AND ADJACENT TO VILLAGE CONTROLLED WATERS, AS DETAILED IN THE CUMMINS CEDERBERG PROPOSAL NO. 77815-R1, IN THE AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$28,900); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE FINAL VULNERABILITY ASSESSMENT, IN COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT WORKPLAN NO. 22PLN61; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SUBMISSION AND ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT FOR THE HARBOURFRONT PARK PHASE III STRUCTURAL PROJECT, IN THE ESTIMATED GRANT FUNDED AMOUNT OF THREE MILLION DOLLARS (\$3,000,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Councilman Wolf left the dais at 7:16 PM.

MOTION: A Motion to approve the Consent Agenda was moved by Councilman Buzzy Sklar and seconded by Mayor Jeffrey Freimark.

VOTE: The Motion passed by unanimous voice vote (4-0) with Councilman Wolf being not present.

R5 - ORDINANCES

The Village Clerk read the titles for Agenda Items R5A and R5B.

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 21 "ZONING," OF THE CODE OF ORDINANCES TO ESTABLISH AND AMEND PROCEDURES AND REGULATIONS TO IMPLEMENT SECTION 166.04151(7), FLORIDA STATUTES, AS CREATED BY CHAPTER 2023-17, LAWS OF FLORIDA (THE LIVE LOCAL ACT OF 2023, AS AMENDED) FOR DEVELOPMENT OF STATUTORILY AUTHORIZED MIXED-USE MULTIFAMILY RESIDENTIAL DEVELOPMENT INCLUDING AFFORDABLE HOUSING; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, EXPIRATION, AND FOR AN EFFECTIVE DATE.

Councilman Wolf returned to the dais at 6:19 PM. Mayor Freimark provided a brief summary of meeting protocol and noted that there were no interested parties in the Chamber. Mr. Gonzalez introduced the item saying that he would be incorporating his comments from the March 5, 2024, Special Council Meeting which included the following excerpts.

He said that Act does not preempt anything other than use, height and density, and that the Village’s land development regulations and concurrency requirements must still be met. He said that he had been encouraged by legislators be develop ordinance that ensure dignified and respectful housing that would not be discriminatory in any way.

He said that these proposed ordinances emphasize the need for clarity and predictability in implementing the Act, ensuring compliance with state and local land development regulations, adding that proposed ordinance amendments aim to address potential abuses and maintain the character and quality of life in the community, equality and accessibility in affordable housing developments, with provisions for equal access to amenities, parking, and quality of construction. He added that the Village also retains the right to audit as necessary.

He said these amendments are intended to eliminate ambiguity, anticipate and prevent potential abuses, and ensure that the Live Local development application is compliant with State and Local requirements.

He said that the criticism aimed at Bal Harbour claiming that it is elitist and unwelcoming to affordable housing is unfair, and that the segregation of affordable housing to the rear of the property in the Shops’ application is a glaring example of why the Village needs to make sure that the proposed housing is dignified, respectful and fair.

Mr. Gonzalez said that since the last meeting, the Florida Legislature had approved amendments to the Live Local Act “Glitch Bill” which was awaiting the Governor’ signature and that this ordinance reflects those changes as well as changes made upon further review of Village Code such as minimum habitable dwelling units that would be in alignment to similar standards in the Oceanfront District. There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (5-0).

R5B AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 11 "NUISANCES," ARTICLE II "NOISE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

There were no comments from the public.

MOTION: A motion to approve the ordinance on second reading was moved by Councilman David Albaum and seconded by Councilman David Wolf.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (5-0).

R5C AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", "SECTION 19-7 "PARKING OF COMMERCIAL VEHICLES AND VEHICLES DISPLAYING SIGNAGE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this ordinance would amend the commercial vehicle ordinance to align it with the noise ordinance to include all Federal Holidays as the listed prohibition dates.

Neca Logan, 64 Camden Drive, and Nina Rudolf, 212 Bal Bay Drive, both noted that weekends are usually when commercial vehicles ser park in the neighborhood, to which Mr. Gonzalez said that the current code does not change except for the four additional Federal holidays: Presidents' Day, Martin Luther King Day, Juneteenth, and Columbus Day.

MOTION: A motion to approve the ordinance on first reading was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (5-0).

R5D AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10, "MARINE STRUCTURES, ACTIVITIES AND WAYS," ARTICLE II, "USE OF PUBLIC BEACHES," SECTION 10-31 "PROHIBITED ACTS" AND CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE II, "OPERATION OF VEHICLES," SECTION 19-27 OF THE VILLAGE CODE RELATING TO THE OPERATION OF MOTORIZED VEHICLES AND DEVICES ON PATHS AND SIDEWALKS; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES" OF CHAPTER 2 "ADMINISTRATION" TO CREATE RELATED PENALTIES; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that he had explored an ordinance that would cover the entire Village. He said that being that there are no sidewalks in the gated community that he recommended that the ordinance, as written, should not be applicable to the streets within. He said that the Village does have jurisdiction to regulate the hardpack and that although FDOT had no objection to the Village imposing certain requirements on the sidewalks along Collins and 96th Street, and given new State legislation, that he recommended that the Council pass the ordinance as presented, and if need be, the it could be bifurcated upon second reading.

Bal Harbour Chief of Police Raleigh Flowers Chief described the ordinance saying the at an outright ban on would be easier to regulate, in lieu of officers having to determine whether an motorized vehicle was in non-power mode. He asked the council to consider the amount of the penalty, whether there should be a first warning prior to a penalty, and the amount of time for an educational period. He said that the ordinance includes exceptions for government business and persons with disabilities.

Councilman Sklar thanked everyone for the giving this matter attention. He said that he agreed with keeping the fines consistent with other fines (\$50), that there should be a cooling off/warning period and emphasized that there should be proper signage.

Councilman Wolf said that the Council should be have realistic expectations when it comes to enforcement and noted that if a person does not pay a fine, there is no recourse. .

Mayor Freimark said that he was concerned that the ordinance would send people onto Collins Avenue and 96th Street, which he said that he thought was hazardous enough for car traffic.

Penny Sepler, 10275 Collins Avenue, said that the sidewalks were the worst when it comes to scooters speeding around pedestrians.

Neca Logan, 64 Camden Drive, suggested creating dedicated bike lanes on Collins, and expressed her concern that the ordinance would endanger children on their way to school. She said that although she does not have a solution, it is important not to put another child at risk.

Vice Mayor Seth Salver agreed that he had more of an issue with sidewalk traffic, especially if there was only a ban on the hardpack. He said that until a more holistic approach was crafted, he would not be voting on the item.

MOTION: A motion to approve the ordinance on first reading was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	No
Vice Mayor Seth E. Salver	No
Councilman David J. Albaum	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (3-2).

R7 - RESOLUTIONS

R7A A RESOLUTION ALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS FROM VILLAGE COUNCIL DISTRICTS 2 AND 4; PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTION; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTION SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR A RUNOFF ELECTION, IF NECESSARY; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY.

Mr. Gonzalez introduced the item.

There were no comments from the public

MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE SPONSORSHIP OF UP TO \$50,000 FOR THE ICE CREAM WE LOVE EVENT AT THE BAL HARBOUR SHOPS TO BENEFIT THE HOLTZ CHILDREN'S HOSPITAL / UNIVERSITY OF MIAMI-JACKSON HEALTH SYSTEM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the Resort Tax Committee had reviewed and had presented questions regarding costs and benefits to the Village and had asked if the event would still proceed without the Village's participation. He said that the Shops had since responded that the event would still occur and given the status of the Village's litigation with the Shops, the Council may want to consider that this may be the year where we don't want to participate.

Councilman Sklar said that he loved the event and that it was for a worthy cause, but he agreed that it is not the time to partner with the Shops. He said the Village could still make a direct donation to Holtz.

Councilman Wolf said that looking at the numbers its questionable whether the economics of the event justify it, and that it might be better just to make a donation to Holtz. He agreed that it would not be a good optic to partner with the Shops.

Mayor Freimark agreed with not moving forward with the sponsorship given the amount of money the Village is having to spend in counteracting the Shops' attacks which he finds reprehensible and unacceptable.

Babak Raheb, 128 Balfour Drive, said that he had attended the Resort Tax Committee meeting and that the numbers that the Shops provided did not make sense. He said that, as a resident, he was opposed to doing business with someone that is suing the Village.

Nina Rudolf, 212 Bal Bay Drive, said that it would be a nice gesture to donate to Holtz, and that she agreed with the Council's decision.

There was no motion to approve from the Council and therefore no action taken.

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Update on the Boat Issues Off the Bal Harbour Sandbar - Councilman Buzzy Sklar

Councilman Sklar provided an update on issue of boats on the sandbar saying that although the boundaries had been delineated, enforcement was still uncertain. He said that he had been working with DBPR, which oversees all businesses, and the County, to determine who has jurisdiction on the food boats. He summarized Cummins Cederberg's

task of determining whether the seagrass is protected, in which case the boats should move away, or not, in which case the sand could be used for beach renourishment.

R9B Discussion Item - Artificial Turf Inside the Gated Community - Councilman David Wolf

Councilman Wolf introduced the item saying that some residents in the Gated Community had been cited for installing artificial grass and suggested that the Building Official and Administration should work on an ordinance that would allow the utilization of artificial grass with standards for perviousness and drainage.

Mr. Gonzalez said that the Village follows Miami-Dade County landscaping code, but the Village Code could be amended to allow for pervious-type products with appropriate sloping to prevent maintain water on the property.

Mayor Freimark asked that a proposed ordinance also consider the non-gated community and asked that Councilman Wolf take the lead with collaboration with the Civic Association.

There was a general consensus to proceed with bringing an ordinance back to the Council and to temporarily stay current code violations.

R9C - PUBLIC COMMENT

Babak Raheb, 128 Balfour Drive, said that he was opposed to the crafting of an ordinance allowing artificial grass, saying that his neighbor's artificial grass has created a flooding problem for his property.

Nina Rudolf, 212 Bal Bay Drive, thanked Councilman Sklar for his efforts to find a solution for the issues with the sandbar, adding not only the houses on the water are affected. She said Bal Harbour's reputation was being impacted, in that the sandbar has become a water park with questionable activities. She said that there needs to be follow-up and review on projects approved by the Architectural Review Board.

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez provided an update on the Bal Harbour Shops' Live Local application saying that after their latest submission the application is still incomplete. He said they will have thirty-days to respond to the Building Officials determination.

He then provided an update of the FDOT work that has begun at the northern end of the Village, just before the Haulover Bridge, and the Harding project, for which FDOT will be conducting a preconstruction meeting.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Monthly Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT The meeting was adjourned at 8:14 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, BUZZY SKLAR, hereby disclose that on APRIL 9, 20 24 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____ , by whom I am retained; or
- inured to the special gain or loss of _____ , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

APRIL 9, 2024

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT HARBOUR RESTAURANT PARTNERS LLC, DBA MAKOTO RESTAURANT APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO TO EXTEND THE RESTAURANT'S 4COP LICENSE TO THE TERRACE AREA ACROSS FROM RESTAURANT IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS.

Issue:

Should the Village Council accept the determination of the Village Building Official that the Harbour Restaurants LLC D/B/A MAKOTO, application to extend their current State of Florida Department of Alcoholic Beverages and Tobacco license onto the Bal Harbour Shops third floor terrace and increasing the number of seats is consistent with the Village Zoning Code?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

Makoto Restaurant, a restaurant store located within the Bal Harbour Shops ("BHS") at 9700 Collins Avenue, (Tenant Space # 378) in the Village's Business District, has submitted DBPR ABT - 6029 - Division of Alcoholic Beverages and Tobacco Application to the State of Florida Department of Business and Professional Regulation to extend their current 4COP Alcoholic Beverage License. This application is for Harbour Restaurant Partners LLC d/b/a Makoto Restaurant.


I am recommending the Village Council review the application for a liquor license, submitted by Harbour Restaurants LLC D/B/A Makoto Restaurant requesting to extend the State of Florida Department of Alcoholic Beverages and Tobacco license onto the third-floor terrace in the Bal Harbour Shops and increasing the number of seats.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Building Director	Chief Financial Officer	Village Manager
Eliezer Palacio	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT HARBOUR RESTAURANT PARTNERS LLC, DBA MAKOTO RESTAURANT APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO TO EXTEND THE RESTAURANT'S 4COP LICENSE TO THE TERRACE AREA ACROSS FROM RESTAURANT IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the Village Council review the application for a liquor license, submitted by Harbour Restaurant Partners LLC, DBA Makoto Restaurant, requesting to extend their State of Florida Department of Alcoholic Beverages and Tobacco 4COP license series onto the third floor terrace at the Bal Harbour Shops.

BACKGROUND

Makoto Restaurant, located within the Bal Harbour Shops ("BHS") at 9700 Collins Avenue, (Tenant Space # 378) in the Village's Business District, has submitted DBPR ABT - 6029 - Division of Alcoholic Beverages and Tobacco Application to the State of Florida Department of Business and Professional Regulation to extend their current 4COP Alcoholic Beverage License. This application is for Harbour Restaurant Partners LLC d/b/a Makoto Restaurant. As part of said application, the zoning authority governing the business location is required to review and sign the application for approval. In the Village, the zoning authority is the Village Building Official. As part of the application review, the Building Official examined the Village Zoning Code. The Business district zoning regulations and Section. 4-3. - *Sale prohibited in filling stations, theaters; sales near churches, schools* dictate the permissible locations of such establishments. Such section reads:

(a) No liquor, beer or wine shall be sold in any gasoline filling station or motion picture theater, including any room opening directly or indirectly into or having a direct connection with any motion picture theater.

(b) No liquor, beer or wine shall be sold within 300 feet of any church, nor within 300 feet of any public-school property, nor any property upon which there is

maintained a private school operated for the instruction of minors in the common branches of learning, except such places of business as were established at the time of the adoption of this section. In ascertaining the proximity of any school or church referred to in this subsection, the method of measurement shall be made or taken from the main or front entrance of the church or school or the main or front place of such business along the route of ordinary pedestrian traffic along the public thoroughfare.

The Makoto Restaurant location complies with the above Village Code provision. Therefore, zoning approval may be granted.

Historically, however, the Village Council has approved such license requests via Resolution. Records show that there are dozens of locations on Collins Avenue that have been granted licenses to sell alcoholic beverages. There are also several locations in similar zoning districts with active licenses to sell alcoholic beverages, such as the one being sought by Makoto.

Some of the residential locations include:

- Bal Harbour 101 Restaurant located at 10155 Collins Avenue
- Bal Harbour Tower Condo located at 9999 Collins Avenue
- The Ballerina Beach Club located at 10201 Collins Avenue
- The Palace Café located at 10101 Collins Avenue
- The Balmoral Restaurant located at 9801 Collins Avenue

Some of the non-residential locations that have active licenses to sell alcoholic beverages include:

- Sea View Terrace Restaurant at 9909 Collins Avenue
- Pool Bar and Grill at 10295 Collins Avenue (Ritz-Carlton)
- Artisan Beach House at 10295 Collins Avenue (Ritz-Carlton)
- Café Avenue 31 at 9700 Collins Ave
- ABA Restaurant at 9700 Collins Ave
- Le Zoo Restaurant at 9700 Collins Ave

ANALYSIS

Makoto would like to extend its alcoholic beverage license across the existing restaurant and increase the number of seats. Their current 4COP alcoholic beverage license permits the sale of beer, wine, and liquor for consumption on the licensed premises.

THE BAL HARBOUR EXPERIENCE

The Department of Business and Professional Regulation requires Businesses to apply for and obtain an Alcoholic Beverage license. By enforcing this regulation, the Village furthers our mission of being the safest residential community with the highest quality of life for our residents and visitors from around the world.

CONCLUSION

The Makoto Restaurant location complies with the Village zoning regulations for establishments authorized to sell alcoholic beverages. Therefore, I am recommending approval of this Resolution.

Attachments:

1. Harbour Restaurants LLC D/B/A Makoto DBPR ABT-6029

RESOLUTION NO. 2024_____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT HARBOUR RESTAURANT PARTNERS LLC, DBA MAKOTO APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO TO EXTEND THE RESTAURANT'S 4COP LICENSE TO THE TERRACE AREA ACROSS FROM RESTAURANT IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Makoto restaurant is a restaurant store located within the Bal Harbour Shops at 9700 Collins Avenue, and Harbour Restaurant Partners LLC d/b/a Makoto restaurant has submitted an application to the State of Florida Division of Alcoholic Beverages and Tobacco to extend their current 4COP license for the sale of alcoholic beverages (the "Application") into the terrace area across from the restaurant; and

WHEREAS, the Application contains a section for completion of the Village confirming that the Application complies with the Village zoning regulations regarding the sale of alcoholic beverages; and

WHEREAS, the Village Building Official is generally charged with implementing Chapter 21, Zoning; and

WHEREAS, the Village Building Official has determined that the Application is compatible with Village zoning regulations.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Approved. That the above stated recitals are hereby adopted and confirmed.

Section 2. Determination Accepted. That the determination of the Village Building Official that the Application is compatible with the Village zoning regulations is hereby accepted.

Section 3. Implementation. That the Village Manager is hereby directed to take any action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT-6029
Revised 02/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED	
Transaction Type:	
<input type="checkbox"/> Temporary Extension	<input type="checkbox"/> Amended Sketch
<input type="checkbox"/> Permanent Extension	

SECTION 2 - LICENSE INFORMATION			
Licensee (as listed on alcoholic beverage license)			
Business Name (D/B/A)			
Location Address (Street)			
City	County	State FL	Zip Code
Alcoholic Beverage License Number	Series	Type/Class	
Business Telephone Number ext.	Email Address (Optional)		
<u>FOR TEMPORARY EXTENSIONS ONLY:</u>			
Date(s) of Extension:			

<p>ABT District Office Received / Date Stamp</p>

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address
 9700 COLLINS AVENUE, #378

City BAL HARBOUR	County MIAMI-DADE	FL	Zip Code 33154
---------------------	----------------------	----	-------------------

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed? Yes No

The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

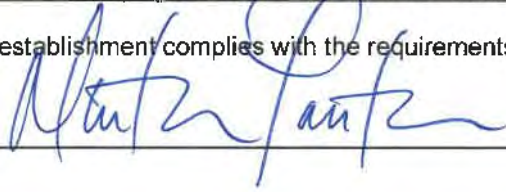
The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed  Date 03-28-2024

Title Reg. Specialist 1

Agency DBPR-DHR-DORAL

This approval is valid until Valid for 60 days

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)
MAKOTO

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:

"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."

STATE OF FLORIDA

COUNTY OF MIAMI-DADE
HARBOUR RESTAURANT PARTNERS LLC

[Signature]
APPLICANT SIGNATURE

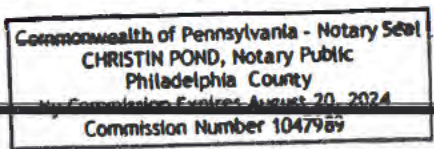
APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR (x) Acknowledged Before me this 15th Day
of August 2023, By Stephen Starr who is (x) personally
(print name(s) of person(s) making statement)

known to me OR () who produced _____ as identification.

[Signature]
Notary Public

Commission Expires: 8-20-24



SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A)

1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is the proposed premises movable or able to be moved?
2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is the business located within a Specialty Center? If yes, check the applicable statute: <input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S.

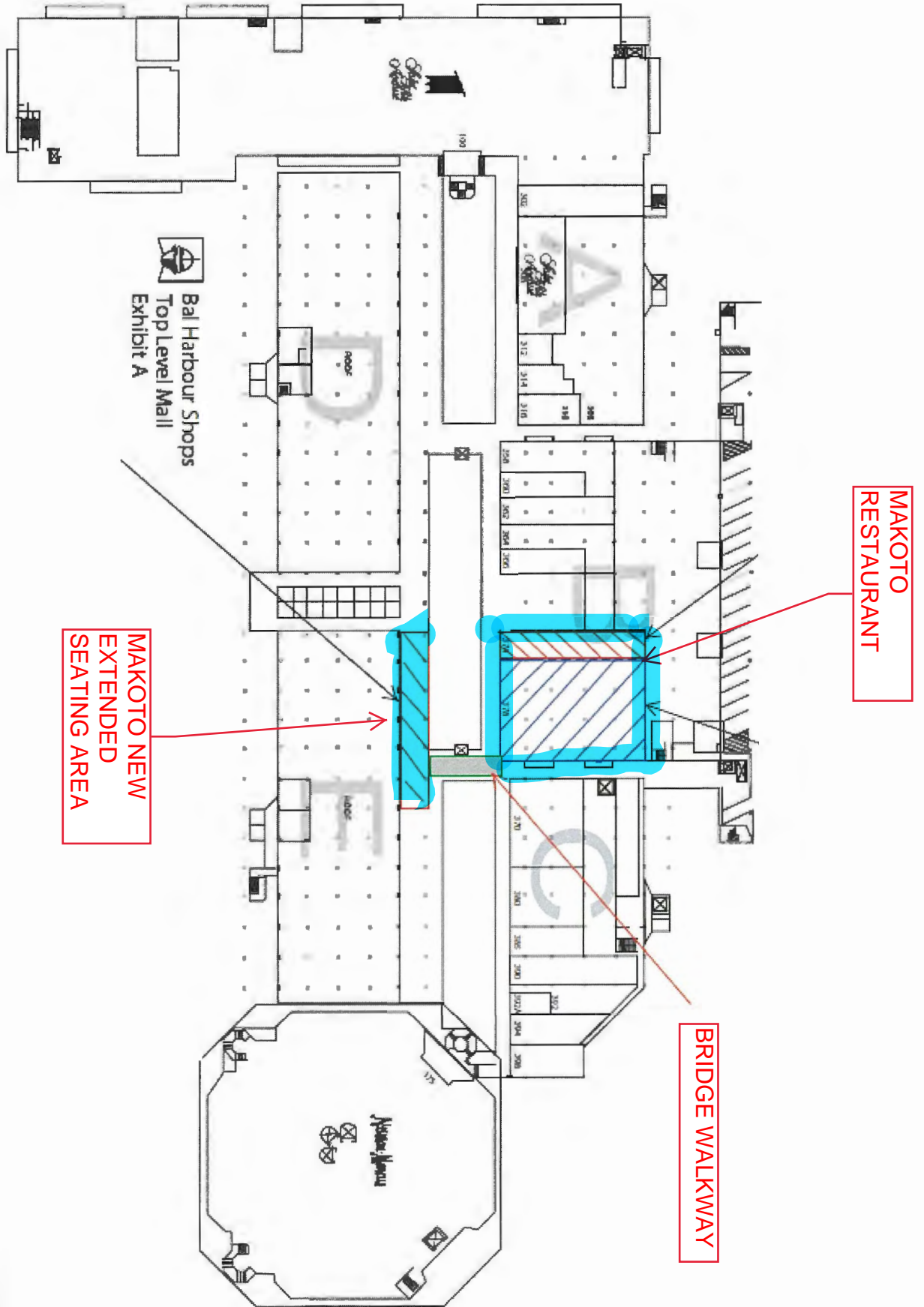
Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.

PLEASE SEE ATTACHED

INITIALS: _____

EXHIBIT A

Description of Premises



August 2018

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND SOUTHERN ASPHALT ENGINEERING, INC., FOR THE RESTORATION OF THE JOGGING PATH, AS DETAILED WITHIN PROPOSAL NO. 20240069, IN THE AMOUNT NOT TO EXCEED \$62,299; INCLUSIVE OF A 10% CONTINGENCY ALLOCATION IN THE AMOUNT OF \$5,664, ROUNDED UP TO THE NEAREST DOLLAR.

Issue:

Should the Village Council approve the Agreement with Southern Asphalt Engineering Inc., for the restoration of the Beach Jogging Path as detailed within the agreement?

The Bal Harbour Experience:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input checked="" type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

Prior to the execution of the Council approved agreement to restore the Beach Jogging Path, the selected vendor Concrete Pro, Inc., advised that they identified an error in their proposal and revised their original proposal from \$50,175 to \$94,950. Due to the significant price increase, staff contacted the second lowest priced proposer Southern Asphalt Engineering Inc. (SAE), who confirmed the cost of their February 2024, Proposal No. 20240069, in the amount of \$56,635 to perform the work as specified. Additionally, a 10% (\$5,664) contingency allocation has been included to account for unforeseen conditions. The total not to exceed cost for the restoration of the Jogging Path as detailed within SAE proposal No. 20240069 is \$62,299, inclusive of the applied contingency, rounded up to the nearest dollar.

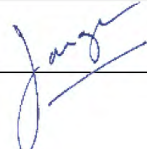
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$62,299	Maintenance of Jogging Path/ Bike Path	10-53-504604

Sign off:

Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez



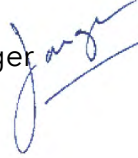
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND SOUTHERN ASPHALT ENGINEERING, INC., FOR THE RESTORATION OF THE JOGGING PATH, AS DETAILED WITHIN PROPOSAL NO. 20240069, IN THE AMOUNT NOT TO EXCEED SIXTY TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$62,299); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$5,664), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

On February 20, 2024, the Village Council adopted Resolution No. 2024-1626, approving the agreement with Concrete Pro, Inc., for the restoration of the Bal Harbour Beach Jogging Path in the amount not to exceed \$55,193, inclusive of a 10% contingency allocation in the amount of approximately \$5,018.

This project was scheduled to begin immediately after this year's Memorial Day Holiday weekend on Tuesday, May 28, 2024. After the Council agreement approval, the planning for this work continued and the agreement was sent to the vendor, Concrete Pro, Inc., to begin the execution of the agreement. During their review of the agreement and prior to their signing, the vendor advised that they identified an error in their proposal and requested to send an updated one. Concrete Pro sent a revised proposal on April 15, 2024, in the amount of \$94,950.

ANALYSIS

The revised proposal from Concrete Pro, Inc. significantly exceeds the expenditure approved by the Council on February 24, 2024. Since the agreement with concrete Pro was never executed, staff contacted the second lowest priced proposer solicited for this work, Southern Asphalt Engineering Inc. (SAE), to confirm their submittal. It should be noted that during the late 2023 solicitation for this work, eleven (11) vendors were solicited to submit proposals for the restoration of the jogging path. The only two responses received were from Concrete Pro, Inc., and Southern Asphalt Engineering Inc.

Southern Asphalt Engineering (SAE) was contacted, and they have confirmed the cost of their February 2024, Proposal No. 20240069, in the amount of fifty-six thousand six hundred thirty-five dollars (\$56,635), to perform the work as specified in the proposed scope of services, without any cost adjustment and the work can proceed after an agreement is approved and fully executed. The cost differential between the previously approved Concrete Pro proposal of \$50,175 and the recently affirmed SAE proposal of \$56,635 equates to a price increase of 12%.

During construction, professional report development and specialized utility maintenance activities, contingency funds are utilized as reserve monies used to cover unexpected costs which arise from unforeseen conditions. These funds are not allocated to any specific area of work and if they are not required, the funds are returned to the overall Resort Tax Fund Budget at the completion of the work. To anticipate the cost of unforeseen conditions and additional meetings not accounted for within the proposals, it is appropriate to include a contingency of ten percent (10%) of the total cost, which equates in this instance to five thousand six hundred forty-four dollars (\$5,664), rounded up to the nearest dollar.

Therefore, the total not to exceed cost for the restoration of the Bal Harbour Beach jogging path as detailed within the proposal No. 20240069 provided by Southern Asphalt Engineering Inc., is sixty-two thousand two hundred ninety-nine dollars (\$62,299), inclusive of the applied contingency, rounded up to the nearest dollar.

The scope of work for this project is as follows:

1. 3,122 linear feet, 14 foot average width.
2. The grading of the existing coquina sand to 1 ½" below top of curb.
3. The compaction to 60% of the remaining sand above the sub-base.
4. The installation of excess graded coquina sand to the area and a 30% compaction resulting in a level walking surface to ½" from the top of the concrete edge finished elevation.
5. This work will require the use of a milling machine and/or a mini excavator or skid steer loader and hand work.
6. The work is to be performed in a continuous manner. Any coquina sand that is moved should be replaced as much as possible at the end of the day. The work area must be returned to usable space at the end of the workday.
7. All work areas will be coned and caution taped off at any entry points or dune crossings while work is being performed.
8. Work hours are Monday - Friday from 8:30 am until 5:00 pm.
9. There is currently an entrance/exit located at both 96th Street and near Haulover Inlet for access, and 96th Street is to be used for limited staging.
10. Public Works & Beautification Department employees will escort dump trucks and work trucks on and off the job.
11. Include 20 cubic yards of new coquina sand if additional sand is required.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village’s stated mission through the *Bal Harbour Experience*. The restoration of the jogging path to its original intended composition and compaction, that provides a safe surface for joggers, and also contributes to the following: A Beautiful Environment; Safety; and Modernized Public Facilities and Infrastructure in Bal Harbour Village.

CONCLUSION

Prior to the execution of the Council approved agreement to restore the Beach Jogging Path, the selected vendor Concrete Pro, Inc., advised that they identified an error in their proposal and requested to send an updated one. Concrete Pro revised their original proposal from \$50,175 to \$94,950.

Due to the significant price increase, staff contacted the second lowest priced proposer solicited for this work, Southern Asphalt Engineering Inc. (SAE), to confirm their submittal.

SAE confirmed the cost of their February 2024, Proposal No. 20240069, in the amount of fifty-six thousand six hundred thirty-five dollars (\$56,635), to perform the work as specified without cost adjustment. The cost differential between the previously approved Concrete Pro proposal of \$50,175 and the recently affirmed SAE proposal of \$56,635, equates to a price increase of 12%. Additionally, a 10% contingency allocation of \$5,664 has been included to account for unforeseen conditions.

I have reviewed the proposal submitted by Southern Asphalt Engineering Inc. and deem the cost to be appropriate for the services requested. Consequently, I am recommending the approval of the Agreement with Southern Asphalt Engineering Inc., for the services as detailed within their Proposal No. 20240069, in the not to exceed cost of \$62,299, inclusive of the applied contingency, rounded up to the nearest dollar.

Attachments:

1. Southern Asphalt Inc., Proposal No. 20240069

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND SOUTHERN ASPHALT ENGINEERING, INC., FOR THE RESTORATION OF THE JOGGING PATH, AS DETAILED WITHIN PROPOSAL NO. 20240069, IN THE AMOUNT NOT TO EXCEED SIXTY - TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$62,299); INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$5,664), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Beach jogging path is in the area between the western dune edge and planted vegetation belt eastward of the vehicular/bicycle path; and

WHEREAS, since the last large scale restoration work was performed in 2018, the path has become uneven in many areas and excessively compacted which prevents proper drainage after heavy rainfall. Also, the volume of coquina sand is excessive in many areas, while deficient in other; and

WHEREAS, staff solicited and received proposal No. 20240069 from Southern Asphalt Engineering Inc., to restore the surface of the jogging path to its intended composition and compaction in the amount of \$56,635; and

WHEREAS, a 10% contingency allocation has been applied in the amount of \$5,664, rounded up to the nearest dollar to account for unforeseen conditions and unplanned costs; and

WHEREAS, this Council has determined that it is the best interest of the Village to approve the Agreement with Southern Asphalt Engineering Inc., for the services as detailed in Proposal No. 20240069, in the amount not to exceed \$62,299, inclusive of the contingency allocation, rounded up to the nearest dollar.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Task Agreement Approved. That the Agreement with Southern Asphalt Engineering Inc., for the services as detailed in their Proposal No. 20240069, in the amount not to exceed \$62,299, inclusive of the contingency allocation, rounded up to the nearest dollar, is hereby approved and the Village Manager is hereby authorized to sign the agreement on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure identifying budgeted funds for the envisioned Bal Harbour Beach Jogging Path restoration activities is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.



Proposal/Contract

Date 2/5/2024

Proposal # 20240069

Customer:

City of Bal Harbour
C/O Robert Clark
Public Works & Beautification
655 96 Street
Bal Harbour, FL 33154

Job Name:

Jogging Path Restoration

Contact

Phone# 305-993-7368

E-mail: publicworks@balharbourfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

This proposal is for the coquina sand grading, compaction and leveling of the existing jogging path in the coastal area within the Village. The entire length of the jogging path is three thousand one hundred twenty-two feet (3,122), long and approximately fourteen feet (14') wide.

Project costs inclusive of required Mobilizations, Pedestrian Traffic Control Devices, Equipment & Labor

Scope of Work:

- 1-Supply and Installation of cone and caution tape affected work areas at entry points or dune crossings while work is being performed.
- 2-Grading of the existing coquina sand to 1 ½" below top of existing curb using Skid Steer, Milling
- 3-The compaction to 60% of the remaining sand above the sub-base.
- 4-Installation spread, & grade of excess graded coquina sand onto the prepared compacted surface at 30% compaction
- 5-Aggregate material will be set to a level walking surface to ½ "from the top of the concrete edge finished elevation.

- Work is to be performed in a continuous manner.
- Displaced coquina sand will be re-replaced at the end of the day.
- Work area will be open as work is completed at the end of each work day.
- Work hours are Monday – Friday from 8:30 am until 5:00 pm.

Work will be completed weather permitting and subject to inclement weather disruption of proposed scope of work



**SAE | SOUTHERN ASPHALT
ENGINEERING, INC.**

Your Partners in Asphalt Restoration & Maintenance.

**13110 NW 14 Street Miami, FL. 33182
Ph: 305-667-8390 / Fax: 305-667-0396
Licensed & Insured Dade E981900 Broward 06-3B-12901X
www.southernasphaltengineering.com**

Proposal/Contract

Date 2/5/2024

Proposal # 20240069

Customer:

City of Bal Harbour
C/O Robert Clark
Public Works & Beautification
655 96 Street
Bal Harbour, FL 33154

Job Name:

Jogging Path Restoration

Contact

Phone# 305-993-7368

E-mail: publicworks@balharbourfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

No Sales Agent, or any other Employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order which will be completed at an additional cost and payable upon execution thereof.

This proposal excludes the following unless otherwise stated in the proposal:

As-Builts, Surveys, Architectural Drawings & Engineer Site Plans, Permits, Staking, Material Testing, Manhole/Catch Basin/Gate Valve adjustments or repairs, Sod Restoration & Landscaping vegetation removal, are not included. ID Badges, Biometrics, background checks, and special pay wages are not included. Should they be required it will be an added charge. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bond requirements and as-builts as may be required unless expressly stated.

SAE is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customers responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. SAE will not be responsible for damage to underground utilities in areas of construction as applicable.

This proposal including all terms and conditions shall become a legally binding attachment to any contract entered into and between SAE and the financially responsible company for which the work is being performed. All provided terms will not to be excluded or superseded by any other contract or riders.

SAE recommends a Civil Engineer be retained for ADA upgrades Unless expressly noted within this agreement. SAE makes no claim to the local, state, or federal guidelines on ADA compliance of any or all ADA elements present within the property boundary.

All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations on material costs this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work

This proposal price is based on work being completed during the hours of 7AM & 6PM Monday thru Friday excluding holidays. Additional fees may apply if work is required to be completed at night or on weekends.

All work is performed weather permitting

WITH PAYMENTS TO BE MADE AS FOLLOWS: 100% Upon Completion TOTAL \$56,635.00



SAE | SOUTHERN ASPHALT ENGINEERING, INC.

Your Partners in Asphalt Restoration & Maintenance.

**13110 NW 14 Street Miami, FL. 33182
Ph: 305-667-8390 / Fax: 305-667-0396
Licensed & Insured Dade E981900 Broward 06-3B-12901X
www.southernasphaltengineering.com**

Proposal/Contract

Date 2/5/2024

Proposal # 20240069

Customer:

City of Bal Harbour
C/O Robert Clark
Public Works & Beautification
655 96 Street
Bal Harbour, FL 33154

Job Name:

Jogging Path Restoration

Contact

Phone# 305-993-7368

E-mail: publicworks@balharbourfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Permit and procurement fees are not included: additional work required by such permit may be an additional charge aside from contract price. Permit Costs are due upon receiving Invoice for Permit Fees and Expediting Services of issued permits. Permit Costs and Fees are due immediately upon receipt.

Owner or Association management will provide 2 copies of site plans for permitting purposes. Provided surveys or site plans are to be up to date and matching existing conditions of pavement area.

NOTE: This Proposal may be withdrawn by us if not accepted within 30 Days.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if payment is not received under the terms of the contract.

Respectfully Submitted: Jose Franco / President

Accepted by _____
Name Signature Title Date

PLEASE EMAIL ACCEPTED PROPOSAL TO CONTRACTS@SOUTHERNASPHALTENGINEERING.COM OR FAX TO (305) 667-0396

In any dispute, associated with this agreement between the client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be Dade County, Florida.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Southern Asphalt Engineering, Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Bal Harbour Beach jogging path is in the area between the western dune edge and planted vegetation belt eastward of the vehicular/bicycle path; and

WHEREAS, since the last large scale restoration work was performed in 2018, the path has become uneven in many areas and excessively compacted which prevents proper drainage after heavy rainfall. Also, the volume of coquina sand is excessive in many areas, while deficient in other; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Contractor agree as follows:

- I. SCOPE OF SERVICES.** Contractor shall provide the scope of services ("Services" or "Work") set forth in Contractor's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Contractor shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.
- II. TERM.** This Agreement shall commence on the Effective Date and shall continue for an (**180 calendar days**), unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. PAYMENT.** In consideration of Contractor's completion of the Services rendered hereunder, the Village shall pay to Contractor, as provided for in the Proposal in the amount of \$56,635. Additional services shall not be provided without the Village's prior written approval.

All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Contractor sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Contractor.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised

this clause, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Contractor shall maintain general commercial, automobile (where applicable), workers’ compensation, and professional liability insurance in an amount acceptable to the Village.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers’ Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best’s Key Rating Guide and be licensed to do business in Florida. Contractor’s liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified

mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Contractor up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Contractor's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the

duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Contractor warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Contractor's profession.

Contractor acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

X. ANTI-DISCRIMINATION

Bal Harbour Village ("Recipient") and National Water Main Cleaning Company, ("Contractor"). The Recipient by entering into an agreement with the State of Florida, Division of Emergency Management for American Rescue Plan Act funding allocations is required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

A) EQUAL OPPORTUNITY EMPLOYMENT

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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices 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 considerations 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 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 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 Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the 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 Secretary of Labor, or as otherwise provided by law. Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XI. SCRUTINIZED COMPANIES

- A.** 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.
- B.** 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.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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.

XII. COPELAND ANTI-KICKBACK ACT

1. "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor accepts responsibility 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 the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

XIII. CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the

basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

XIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

XV. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

XVI. BYRD ANTI-LOBBYING AMENDMENT

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

XVII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Contractor: Jose A. Franco, President
Southern Asphalt Engineering, Inc.
13110 NW 14 Street
Miami, FL 33182

XVIII. COMPLIANCE WITH LAWS.

Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIX. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out

in this Agreement, without the prior written consent of the other party.

XX. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XXI. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XXII. NO CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XXIII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XXIV. FORCE MAJEURE.

Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXV. INDEPENDENT CONTRACTOR.

Contractor has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

XXVI. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall

remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.

- D. 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 Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXVII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a)

All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONTRACTOR:
Southern Asphalt Engineering, Inc.,
13110 NW 14 Street
Miami, FL 33182

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

Jose A. Franco
President

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____

Village Attorney

EXHIBIT "A" Scope of Services

The Bal Harbour Village Public Works and Beautification Department is requesting proposals for coquina sand grading, compaction and leveling of the existing jogging path in the coastal area within the Village. The entire length of the jogging path is three thousand one hundred twenty-two feet (3,122'), long and approximately fourteen feet (14') wide. The jogging path is constructed with a compacted limestone sub-base, covered with 2" of coquina sand, bordered by a concrete edge.

Scope of Work:

- The grading of the existing coquina sand to 1 ½" below top of curb.
- The compaction to 60% of the remaining sand above the sub-base.
- The installation of excess graded coquina sand to the area and a 30% compaction resulting in a level walking surface to ½ "from the top of the concrete edge finished elevation.
- This work will require the use of a milling machine and/or a mini excavator or skid steer loader, and hand work.
- The work is to be performed in a continuous manner. Any coquina sand that is moved should be replaced as much as possible at the end of the day. The work area must be returned to usable space at the end of the workday.
- All work areas should be coned, and caution taped off at any entry points or dune crossings while work is being performed.
- Work hours are Monday - Friday from 8:30 am until 5:00 pm.
- There is currently an entrance/exit located at both 96th Street and near Haulover Inlet for access and 96th Street is to be used for limited staging.
- Currently, we do not require an off-duty officer for the project. We will utilize Public Works employees to escort dump trucks and work trucks on and off the job.
- Include 20 cubic yards of new coquina sand if additional sand is required.

Proposals will include all of the necessary items to perform the job. This includes items/materials such as but not limited to:

- Mobilization
- Cones and Caution Tape
- Grading, leveling, compaction of existing material.
- Supply and installation of additional coquina sand

Payment Terms are net 30 DAYS.

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

Southern Asphalt Engineering Inc.
13110 NW 14 Street
Miami Fl. 33182

RE: Agreement - 2024 / Professional Services -Bal Harbour Beach Jogging Path Restoration

Mr. Jose A. Franco:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of _____ Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Robert Clark, Operations Manager, Public Works & Beautification Department as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: Public Works & Beautification Department John Oldenburg, Director
Claudia Dixon, Chief Financial Officer

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION THANKING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR PASSING RESOLUTION 281-24, COMMENCING THE PROCESS FOR CREATING A PUBLICLY-ACCESSIBLE WEBSITE FOR THE POSTING OF NOTICES AND ADVERTISEMENTS BY MUNICIPAL GOVERNMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 50.0311; URGING THE MAYOR OF MIAMI-DADE COUNTY TO MEET THE NINETY-DAY IMPLEMENTATION GOAL SET FORTH IN THE RESOLUTION.

Issue:

Shall the Village Council pass a Resolution urging the Miami-Dade County Mayor to prioritize the implementation of a publicly accessible website for the publication of legal notices?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: <u>Administrative Efficiency</u> | | |

Item Summary / Recommendation:

In 2023 the Florida Legislature amended Section 50.311 Florida Statutes to allow municipalities the ability to publish legal notices and advertisements on a publicly accessible website. The Village Council unanimously approved Ordinance 2024-0656 allowing for the use of this website for all legal notices. On April 2, 2024, the Miami-Dade County Board of County Commissioners passed Resolution 281-24 providing for the implementation of a website for use by the County and local governments, with a suggested 90-day implementation timeline, and with a caveat of reporting back to the Board in 90-day intervals, until implementation is complete. In the meantime, the Village must utilize the very costly Miami Herald for publishing legal notices. It is in our best interest to urge the Miami-Dade County Mayor and Administration to prioritize the 90-day implementation of the publicly accessible website.

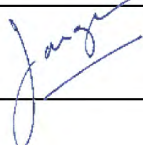
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Village Clerk	Village Manager
Dwight S. Danie	Jorge M. Gonzalez



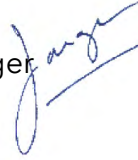
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA THANKING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSONERS FOR PASSING RESOLUTION 281-24, COMMENCING THE PROCESS FOR CREATING A PUBLICLY-ACCESSIBLE WEBSITE FOR THE POSTING OF NOTICES AND ADVERTISEMENTS BY MUNICIPAL GOVERNMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 50.0311; URGING THE MAYOR OF MIAMI-DADE COUNTY TO MEET THE NINETY-DAY IMPLEMENTATION GOAL SET FORTH IN THE RESOLUTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2023 the Florida Legislature amended Section 50.311 Florida Statutes to allow municipalities the ability to publish legal notices and advertisements on a “publicly accessible website” which is defined as a county’s official website or other private website designated by the county for the publication of legal notices and advertisements that is accessible via the Internet. The Statute allows a governmental agency to use the website for legally required advertisements and public notices if the cost of publishing on such a website is less than the cost of publishing in a newspaper.

The Village primarily has utilized the Daily Business Review (DBR) for publishing all legal ads requiring newspapers of general circulation, and the Miami Herald/El Nuevo Herald (Herald) for publishing legal ads that require placement in a newspaper of largest or widest circulation.

Following the DBR’s announcement that on December 21, 2023, it would publish its last printed issue, the Miami-Dade County Municipal Clerks Association hosted a meeting where RealAuction.com, LLC, the provider of the publicly accessible website that the County uses for the publication of their public notices, presented an additional option for municipalities for the publication of all legal notices.

In anticipation of legislative action by the Miami Dade County Board of County Commissioners (“County Commission”), Sections 2-384, 6-61, 18-116, 18-117, and 21-52

of the Village's Code of Ordinances ("Code") were amended on February 20, 2024, by Ordinance 2024-0656 to allow for publication of notice on a publicly accessible website in accordance with Chapter 50, Florida Statutes; and

On April 2, 2024, the Miami-Dade County Commission passed Resolution 281-24 directing the County Mayor, or her designee, to take all necessary steps to provide for publication of legal advertisements and public notices on a publicly accessible website of the County. This Resolution allows for a 30-day time period, after its passage, for the County administration to conduct a cost assessment to verify that the online publication would be less than printed publication, and 60-days after its passage, to create a website, or modify its existing website, for use by the County and other local governments within the County by interlocal agreement, and to report back to the County Commission within 90-days, and in 90-day intervals thereafter until its implementation is complete.

ANALYSIS

This year the budget for advertising legal notices included a total amount of \$2,000 for the DBR, where a typical ad for a 2nd reading ordinance can cost approximately \$120. This same ad would cost approximately \$20,000 in the Herald. A typical election or assessment ad in the Herald can cost approximately \$1,300 to \$3,000 or more. With the removal of the DBR as a publishing option, the only available newspaper of general circulation would be the Herald, which would require an increase in the annual budget for advertising at least an additional estimated \$20,000.

The estimated cost of a website publication would be a flat fee of around \$50 per ad, which substantially lowers the annual budgeted amount for legal advertising to \$1,500. The utilization of a publicly accessible website, with a site unique to the Village, would also eliminate additional costs for ad size, length of notice, number of characters, and duration of publication. In addition, the Village would control the timing of its own publications.

This year-to-date the Village has spent a total of \$14,000 on ads placed in the Herald that if they had been placed in the DBR would have cost around \$600. If the Village continued to advertise in the Herald, the proposed FY 2025 Budget for advertising would be \$48,000 as opposed to \$1,000 for publishing ads on a website.

Bal Harbour Village highly appreciates the actions taken to date by the County Commission to create a publicly accessible website for the benefit of the Village and other Miami-Dade County municipalities to post legally required notices and advertisement., finds it is in our best interest to urge the Miami-Dade County Mayor and her administration to strive to meet the goal of the 90-day website implementation enumerated in the County Resolution by setting a high priority.

THE BAL HARBOUR EXPERIENCE

Other - Administrative Efficiency - The Village would realize substantial savings in annual costs for legal ads and the publication process would be streamlined.

CONCLUSION

I am recommending that the Village Council pass this Resolution to urge the Mayor of Miami-Dade County and her Administration to set a high priority for the implementation of a publicly accessible website for the publication of legal ads.

RESOLUTION NO. 2024____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA THANKING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR PASSING RESOLUTION 281-24, COMMENCING THE PROCESS FOR CREATING A PUBLICLY-ACCESSIBLE WEBSITE FOR THE POSTING OF NOTICES AND ADVERTISEMENTS BY MUNICIPAL GOVERNMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 50.0311; URGING THE MAYOR OF MIAMI-DADE COUNTY TO MEET THE NINETY-DAY IMPLEMENTATION GOAL SET FORTH IN THE RESOLUTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 50, Florida Statutes, has been amended to allow municipalities the ability to publish all required notices and advertisements on a publicly accessible website as defined in Section 50.0311, Florida Statutes; and

WHEREAS, as a more cost-effective option, the Village desires to publish its official notices digitally through a publicly accessible website in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, the Village stands to realize substantial savings, where currently, the placement of an ad in the Village's only-available printed publication option costs thirty to fifty times the estimated cost of digital ads, depending on statute-required minimum sizes; and

WHEREAS, in anticipation of legislative action by the Miami Dade County Board of County Commissioners ("County Commission"), Sections 2-384, 6-61, 18-116, 18-117, and 21-52 of the Village's Code of Ordinances ("Code") were amended on February 20, 2024, by Ordinance 2024-0656 to allow for publication of notice on a publicly accessible website in accordance with Chapter 50, Florida Statutes; and

WHEREAS, on April 2, 2024, the County Commission passed Resolution 281-24 directing the County Mayor, or her designee, to take all necessary steps to provide for publication of legal advertisements and public notices on a publicly accessible website of the County; and

WHEREAS, Resolution 281-24 allows 30-days after its passage for the administration to conduct a cost assessment to verify that the online publication would be less than printed publication, and 60-days after its passage, to create a website or modify its existing website for use by the County and other local governments within the County by interlocal agreement, and report back to the County Commission within 90-days, and in 90-day intervals thereafter until its implementation is complete; and

WHEREAS, the Bal Harbour Village Council appreciates the actions taken to date by the County Commission to create a publicly accessible website for the benefit of the Village and other Miami-Dade County municipalities to post legally required notices and advertisements; and

WHEREAS, the Village Council finds it is in the best interest of the Village to urge the Miami-Dade County Mayor and her administration to strive to meet the goal of the 90-day website implementation enumerated in the County Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above and foregoing recitals are true and correct and incorporated herein by reference.

Section 2. **Village Manager.** The Village Council directs and authorizes the Village Manager to take all action necessary to implement the purposes of this Resolution.

Section 3. **Transmittal.** That the Village Clerk is directed to transmit a copy of this Resolution to Miami -Dade County, including the Board of County Commissioners, the County Mayor and the Miami-Dade County Clerk of the Board.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of May 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", "SECTION 19-7 "PARKING OF COMMERCIAL VEHICLES AND VEHICLES DISPLAYING SIGNAGE" OF THE CODE OF ORDINANCES (SECOND READING).

Issue:

Should the Village Council amend Section 19-7 of the Village Code to restrict parking of commercial vehicles on all U.S. Federal recognized holidays?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

The Village Council recently considered and adopted revisions to Sections 11-31 and 11-32 which regulate construction noise within the Village. These revisions included an amendment to restrict construction noise on all U.S. federally recognized holidays as opposed to the specific holidays listed in the code. This change to the restricted holidays necessitates amending Section 19-7 of the Village Code which regulates the parking of commercial vehicles. The amendment to Section 19-7 would bring all the restricted holidays into alignment with the amended noise regulations.

This update would now include Martin Luther King, Jr. Day, Presidents Day, Juneteenth, and Columbus Day to the holidays which are already restricted in the code. These would be in addition to the following already recognized federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day. Good Friday, Yom Kippur, and Rosh Hashanah would remain as days on which parking of commercial vehicles is prohibited. This change would increase the number of total holidays on which parking of commercial vehicles is prohibited from ten (10) to fourteen (14).


THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

	Chief of Police Raleigh Flowers, Jr.	Village Manager Jorge M. Gonzalez
--	--	---



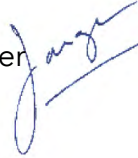
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", "SECTION 19-7 "PARKING OF COMMERCIAL VEHICLES AND VEHICLES DISPLAYING SIGNAGE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance on Second Reading.

BACKGROUND

The Village Council recently considered and adopted revisions to Sections 11-31 and 11-32 which regulate construction noise within the Village. These revisions included an amendment to restrict construction noise on all federally recognized holidays as opposed to the specific holidays listed in the code. This change to the restricted holidays necessitates amending Section 19-7 of the Village Code which regulates the parking of commercial vehicles. The amendment to Section 19-7 would bring all the restricted holidays into alignment with the amended noise regulations.

On April 9, 2024, the Village Council considered this Ordinance and passed it by a vote of 5-0. As part of the public comment, the president of the Bal Harbour Civic Association (BHCA), Ms. Neca Logan advised they would consider whether any further changes should be considered for Second Reading. After consultation with Village Staff, Ms. Logan advised that the BHCA is not requesting any further changes at this time.

ANALYSIS

A change of this nature would add Martin Luther King, Jr. Day, Presidents Day, Juneteenth and Columbus Day to the holidays which are already restricted in the code. These would be in addition to the following already recognized federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day. Good Friday, Yom Kippur, and Rosh Hashanah would remain as days on which parking of commercial vehicles is prohibited. This change would increase the number of total holidays on which parking of commercial vehicles is prohibited from ten (10) to fourteen (14).

The proposed amendment is as follows:

Sec. 19-7. - Parking of commercial vehicles and vehicles displaying signage.

(a) It shall be unlawful for any person to park any truck, tractor, or commercial vehicle, or any personal vehicle displaying signage, in any residential district of the Village between the hours of 9:00 p.m. and 8:30 a.m. Monday through Saturday and at any time on Sunday, federally recognized holidays, ~~New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day,~~ Good Friday, Yom Kippur, and Rosh Hashanah, unless fully enclosed in a garage or other structure or completely screened from public view by landscaping.

(b) The prohibition contained in subsection (a) shall not apply to:

(1) To a truck or van belonging to a resident of the location where it is parked so long as the truck or van does not display any signage;

(2) To a vehicle responding to an emergency, including but not limited to issues involving the essential systems of residences such as electric, plumbing and HVAC;

(3) To a vehicle delivering goods or personal services to a property. However, this subsection shall not be interpreted to allow:

(i) Delivery of bulk materials, supplies, or equipment and construction, maintenance or landscaping activity, when such delivery or activity is not related to an emergency; and

(ii) Delivery of party goods and supplies.

The proposed amendment only seeks to change the section of this code which relates to restricted holidays. The remaining provisions of the code would remain unchanged. Additionally, the Council provided direction to establish a courtesy period for the noise regulations from adoption of the Ordinance through June 1, 2024. It is the Administration's recommendation that the same courtesy period be established for this Ordinance.

THE BAL HARBOUR EXPERIENCE

The approval of these amendments would meet *The Bal Harbour Experience* by enhancing *the Beautiful Environment of the Village* by aligning the holidays during which noisy work and parking of commercial vehicles is restricted, thereby increasing the quality of life.

CONCLUSION

The proposed amendment does not seek to change activities which are currently regulated in Section 19-7 which addresses the parking of commercial vehicles. However, the proposed changes do seek to bring into alignment the holidays during which the parking of commercial vehicles and construction noises are restricted. Therefore, it is recommended that the proposed amendment to this Ordinance be approved on Second Reading.

ORDINANCE NO. 2024____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", "SECTION 19-7 "PARKING OF COMMERCIAL VEHICLES AND VEHICLES DISPLAYING SIGNAGE" OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of Bal Harbour Village ("Village") seeks to amend regulations related to parking of commercial vehicles, in light of recent revisions to the noise regulations related to construction in the Village; and

WHEREAS, the Village finds that these changes will improve the quality of life for its residents and further the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Village Code Amended - Chapter 19. That Chapter 19 "Traffic and Motor Vehicles", Article I "In General" of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:¹

Chapter 19 - TRAFFIC AND MOTOR VEHICLES

ARTICLE I. - IN GENERAL

* * *

Sec. 19-7. - Parking of commercial vehicles and vehicles displaying signage.

(a) It shall be unlawful for any person to park any truck, tractor, or commercial vehicle, or any personal vehicle displaying signage, in any residential district of the Village between the hours of 9:00 p.m. and 8:30 a.m. Monday through Saturday and at any time on Sunday,

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double strikethrough~~ font.

federally recognized holidays, ~~New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah~~, unless fully enclosed in a garage or other structure or completely screened from public view by landscaping.

(b) The prohibition contained in subsection (a) shall not apply to:

(1) To a truck or van belonging to a resident of the location where it is parked so long as the truck or van does not display any signage;

(2) To a vehicle responding to an emergency, including but not limited to issues involving the essential systems of residences such as electric, plumbing and HVAC;

(3) To a vehicle delivering goods or personal services to a property. However, this subsection shall not be interpreted to allow:

(i) Delivery of bulk materials, supplies, or equipment and construction, maintenance or landscaping activity, when such delivery or activity is not related to an emergency; and

(ii) Delivery of party goods and supplies.

Secs. 19-8–19-25. - Reserved.

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. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 9th day of April, 2024.

PASSED AND ADOPTED on second reading this 21st day of May, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10, SECTION 10-31 "PROHIBITED ACTS" AND SECTION 19-27 "OPERATION OF VEHICLES" OF THE CODE RELATING TO THE OPERATION OF MOTORIZED VEHICLES AND DEVICES ON PATHS; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

Issue:

Should the Village Council adopt amendments to the Village Code to prohibit the use of electric bicycles, electric scooters, and other motorized mobility devices on the hard pack area of the beach, Jetty cutwalk and beach access path south of the Oceana property?

The Bal Harbour Experience:

Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The proliferation of motorized means of transportation, such as electric bicycles and scooters, is leading to increased usage on sidewalks and in the hard pack sand on the beach. This increase threatens the public health and safety of pedestrians traveling by foot or on human-powered devices because of the risk and severity of injuries attributable to collisions with motorized means of transportation. In order to ensure that motorized means of transportation are directed to more compatible areas away from pedestrian traffic, the Village desires to amend the Village Code of Ordinances to redirect motorized means of transportation away from the Village's path located in the area of hard pack sand on Village beach, the Jetty cutwalk and beach access path south of the Oceana property.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE ORDINANCES.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

	Chief of Police	Village Manager
	Raleigh Flowers, Jr.	Jorge M. Gonzalez
		

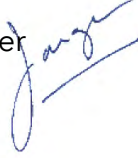
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10, "MARINE STRUCTURES, ACTIVITIES AND WAYS," ARTICLE II, "USE OF PUBLIC BEACHES," SECTION 10-31 "PROHIBITED ACTS" AND CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE II, "OPERATION OF VEHICLES," SECTION 19-27 OF THE VILLAGE CODE RELATING TO THE OPERATION OF MOTORIZED VEHICLES AND DEVICES ON PATHS AND SIDEWALKS; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES" OF CHAPTER 2 "ADMINISTRATION" TO CREATE RELATED PENALTIES; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE. (SECOND READING)**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance on Second Reading. This recommendation includes prohibiting the use of the operation of electric bicycles and electric scooters and other mobility devices on the beach path, Jetty cutwalk and the beach access path south of the Oceana property (now referred to as the "Beach Paths").

However, the scope of the Ordinance initially considered at First Reading has been significantly reduced based on the Council's discussion and input at First Reading. The Ordinance no longer prohibits these devices on all Village sidewalks, following our continued examination of jurisdictional aspects associated with regulations on sidewalks which are within Florida Department of Transportation's (FDOT) right of way with the Village Attorney's office as directed.

The changes to the Ordinance are shown in ~~double strikethrough~~ (deletions) and double underline (additions) fonts and, if adopted as recommended on Second Reading, will only prohibit the use of these devices on Beach Paths.

BACKGROUND

On January 18, 2022, at the Village Council Meeting, Councilman Sklar led a discussion item regarding the increased usage of electric bicycles and other motorized devices on the hard pack area of the beach and on Village sidewalks. The discussion focused on the

increased pedestrian activity in the Village, and the dangers posed by the increased speeds at which these motorized devices can travel.

The Council was advised that currently, the Village Code allows for human powered non-motorized bicycles to utilize both the hard pack area of the beach and Village sidewalks. However, Florida State Statute 316.20655 was adopted in order to regulate the usage of electric bicycles. This statute provided for users of electric bicycles to be entitled to the same rights and privileges as users of human powered bicycles. This provision could possibly present a conflict in the interpretation of bicycles as it relates to the Village Code.

The Council was also advised that FSS 316.20655 also allowed for the Village to adopt ordinances governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction. This statute authorized the municipal adoption of ordinances prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network. Operation of any vehicle other than by human power upon a bicycle path or sidewalk is already prohibited per FSS Section 316.1995(1).

The Council provided direction to create an ordinance for their consideration, which would prohibit the use of electric bicycles and all other motorized means of transportation from all Village sidewalks and the hard park multiuse path adjacent to the beach.

On February 15, 2022, at the Village Council Meeting, the Council considered an Ordinance which proposed to prohibit electric bicycles and all other motorized means of transportation on Village sidewalks and the hardpack. The proposed Ordinance was not adopted on First Reading by a vote of 2-3. See attached minutes for the February 15, 2022, Village Council Meeting.

On February 20, 2024, at the Village Council Meeting, Councilman Sklar led a discussion item regarding the continued proliferation of electric bicycles and other motorized devices on the hard pack area of the beach and recent incidents in other jurisdictions involving these devices. The discussion focused on the increased interactions of pedestrians in the Village with these electric bicycles and scooters, and the dangers posed by the increased speeds at which these motorized devices can travel.

The Council provided direction to create an ordinance for their consideration, which would prohibit the use of electric bicycles and other motorized vehicles and devices from all Village sidewalks, the hard pack multiuse path adjacent to the beach, and throughout the remainder of the Village.

On April 9, 2024, at the Village Council Meeting, the Council considered this Ordinance on First Reading. At that time, the Ordinances were presented with language which would prohibit electric bicycles and motorized vehicles from both the path adjacent to the beach and all sidewalks throughout the Village. However, we advised the feasibility of enforcing the prohibition on the sidewalks within the Village was still under review as they are all within FDOT's right of way. The recommendation was to adopt the Ordinance on First

Reading to include the language pertaining to sidewalks, with the ability to remove this language for Second Reading, if needed.

The Council considered the Ordinance, as part of the discussion, some members voiced concerns about restricting the devices on the sidewalks and creating a situation where the riders' only option would be to utilize the roadways alongside automobiles. The Council passed the Ordinance on First Reading by a vote of 3-2.

At this time, it is still not fully clear that the prohibition of these devices on sidewalks is authorized by FDOT. Therefore, the recommendation is to adopt the Ordinance prohibiting these activities on the beach path, Jetty cutwalk and the beach access path south of the Oceana property (the "Beach Paths") but continue to allow for their operation on the sidewalks.

ANALYSIS

Legal staff conducted a review of the Florida State Statutes which regulate the operation of electric bicycles and all other motorized means of transportation upon sidewalks or paths. The analysis revealed the following:

- Section 316.007, Florida Statutes, provides that municipalities may only adopt ordinances on matters that are expressly authorized under Chapter 316, the Uniform Traffic Control Law.
- Section 316.20655, Florida Statutes, further provides that a municipality is not prevented from adopting an ordinance "restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network..."

The proposed changes and amendments to the Village Code would include expanding Section 19-27 - Operation on Sidewalks, Jogging Path. This section currently states:

Sec. 19-27. Operation on Sidewalks, jogging path.

It shall be unlawful to operate motorized vehicles on the Village jogging path or any Sidewalk within the Village. Non-motorized vehicles are permitted on Sidewalks, but not on the Village jogging path located just east of the beach vehicle access road.

The proposed amendment would expand the existing language, which already prohibits motorized vehicles on the Village sidewalks and on the Village jogging path. This language would also clearly define the prohibition of electric bicycles, motorized scooters, and other motorized mobility devices within designated areas of the Village.

The designated area defined in the proposed amendment would include the beach vehicle access road; commonly referred to as the hard pack, along with the Jetty cutwalk and the beach access path south of the Oceana property (the "Beach Paths"). This is important to note, as the sidewalks along Collins Avenue and 96th Street are on FDOT right of way.

The Village has approached FDOT regarding its desire to regulate the use of the sidewalks in this manner. FDOT's initial response has been that it does not object to the Village's efforts. As we have continued to communicate with FDOT, it is still not fully clear that the prohibition on sidewalks is authorized, and it may present concurrency issues.

As such, the proposed Ordinance now only pertains to the Beach Paths: the hard pack area of the beach, Jetty cutwalk and resident's access path adjacent to the Oceana property. Individuals would still be able to operate their electric bicycles, motorized scooters, and other motorized mobility devices on all roadways within the Village whether they are governed by FDOT right of way or Village right of way such as in the gated community.

The proposed amendment also provides an exception for the following circumstances:

1. An Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device within Designated Areas by government personnel acting within their official capacity, including on-duty police or emergency personnel.
2. Motorized wheelchairs or similar mobility devices having three or more wheels being operated by a disabled person for mobility purposes.

The proposed amendment to Section 19-27 would read as follows:

Section 19-27. - Operation of Motorized Vehicles Outside of Travel Lanes on Sidewalks, jogging path.

- (a) It shall be unlawful to operate motorized vehicles on the Village jogging path or any Sidewalk within the Village. Non-motorized vehicles are permitted on Sidewalks, but not on the Village jogging path located just east of the beach vehicle access road.
- (b) It is the intent of this Section to prohibit the use of Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices within the Designated Areas of the Village.

(1) Definitions. As used in this Section, the following words, terms and phrases, shall have the meanings ascribed to them unless the context otherwise indicates:

- a. Designated Area shall mean all sidewalks and sidewalk areas within the Village, including sidewalks and sidewalk areas over which the Village has, or has been given, express authority to enforce the provisions of this Section, and the beach vehicle access road (hard pack), the beach access path along the Jetty cutwalk, and the beach access path south of Oceana (together, the "Beach Paths"), as shown in the map below.



- b. Electric Bicycle shall mean an electric bicycle as defined by Section 316.003(23), Florida Statutes.
 - c. Motorized Scooter shall mean a motorized scooter as defined by Section 316.003(48), Florida Statutes.
 - d. Other Motorized Mobility Devices shall mean any personal device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on one or more wheels including, but not limited to, powered boards, powered skateboards, powered skates, powered hoverboards, or other similar powered personal motorized mobility devices. This definition does not include Electric Bicycles, Motorized Scooters, or Motorized wheelchairs or similar mobility devices having three or more wheels being operated by a person disabled for mobility purposes.
- (2) Unless otherwise authorized under this Section, the operation of an Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device is prohibited within any Designated Area in the Village. Notwithstanding the foregoing, nothing in this Section shall prohibit the operation of:
- a. An Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device within Designated Areas by government personnel acting within their official capacity, including on-duty police or emergency personnel;
 - b. Motorized wheelchairs or similar mobility devices having three or more wheels being operated by a disabled person for mobility purposes.

The Council is also considering whether they wish to amend another section of the Village Code: Section 10-31- Prohibited Acts. The use of ordinary bicycles would continue to be allowed on the hard pack area of the beach. The amendment would clarify that the operation of electric bicycles, motorized scooters and other mobility devices would be governed by Section 19-27 of the Village Code. The amendment would also include a housekeeping change, to add the maps that clearly depict the areas to which Section 10-31 pertains in the Code itself, rather than referencing them.

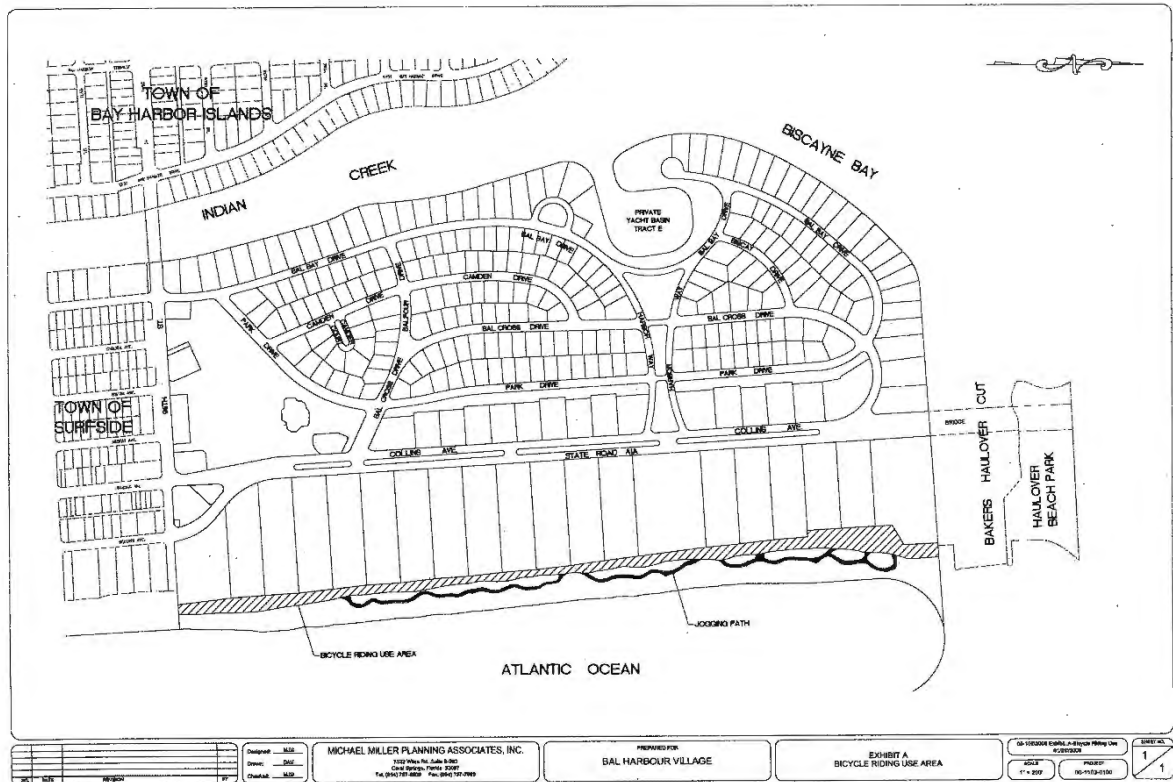
The proposed amendment to Section 10-31 would read as follows:

Section 10-31. - Prohibited acts.

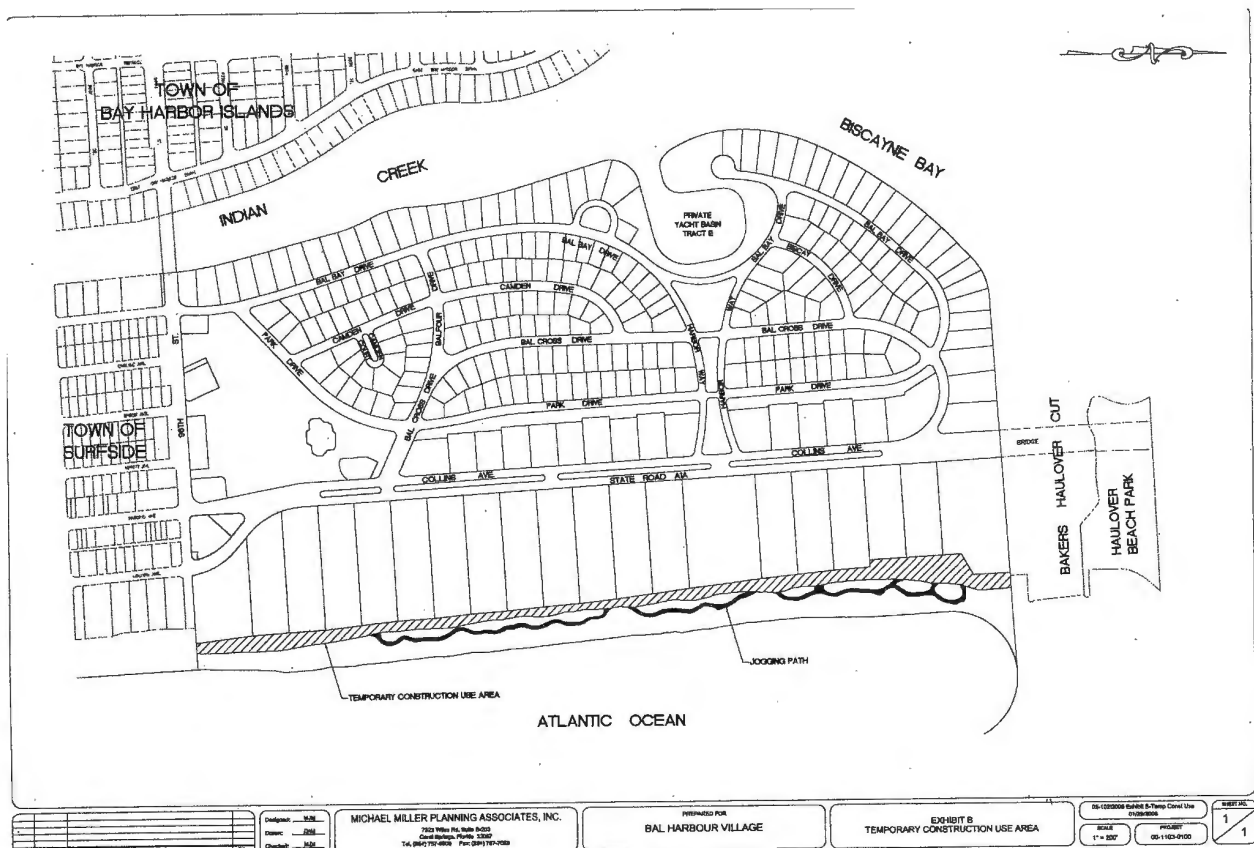
It shall be unlawful for any Person to:

(1) Drive, operate, propel, or place any vehicle (whether or not such vehicle is motorized, propelled by human power or otherwise propelled) on the Public Beach or upon any public land, easement or right-of-way within the Public Beach, except that the operation of Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices shall be governed by Section 19-27 of the Village Code. This prohibition does not apply to on-duty police or emergency vehicles or to the use of human powered, non-motorized bicycles pursuant to paragraph (1)a. below:

a. The vehicle prohibition which is set forth in paragraph (1) above, is hereby modified so that human powered, non-motorized bicycles may be operated on a limited portion of the Public Beach, within the area shown below which is described in Exhibit "A", a copy of which is attached hereto and incorporated herein, during daylight hours of each day between the time of sunrise and the time of sunset only, subject to posted rules and protocols governing the program for bicycle use as administered by the Village Manager or his designee.



b. Further, notwithstanding the motorized vehicle prohibition which is set forth above, the Village Manager is hereby authorized to grant special permits for construction vehicles to temporarily utilize a limited portion of the Public Beach, within the area shown below which is described in Exhibit "B", a copy of which is attached hereto and incorporated herein, upon the Village Manager finding that temporary construction vehicle access is necessary in order to provide ingress and egress to construction sites to complete pending ocean-front construction projects in a manner which minimizes interference with routine public road traffic within the Village or which facilitates convenient access of construction materials and supplies to portions of ocean-front construction sites.



The final action to be considered by the Council is the level of fine associated with a violation of any of these codes. The Council may choose to adopt the same fine of \$50 as in Section 10-31 or could choose to adopt a different fine altogether. The Council may also wish to provide that a warning be issued prior to the assessment of a fine, as required with the code that regulates the leashing of dogs.

If the Council adopts the amendment to Section 19-27 with a fine of \$50, then it would also need to amend the civil penalties in Section 2-191 as follows:

Section 2-191. - Schedule of civil penalties.

(a) The following table shows the sections of this Code, as they may be amended from time to time, and the dollar amount of civil penalty for the violation of these sections as they may be amended. Each "Description of Violations" below is for informational purposes only and is not meant to limit or define the nature of the violations or the subject matter of the listed Code sections. To determine the exact nature of the activity proscribed or required by this Code, the relevant Code section must be examined.

(b) The following is the schedule of civil penalties:

	Code section	Description of violation	Civil penalty

(47)	<u>19-27</u>	<u>Operation of an Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device in a Designated Area.</u>	<u>50.00</u>
(47) (48)	20-1	Tampering with public utilities	250.00
(48) (49)	21-362	Using property in residential districts for unpermitted purposes	250.00
(49) (50)	21-362(b)	Conducting open houses and garage sales in residential districts	100.00

* * *

The Amendments would take effect immediately upon adoption on Second Reading. However, the Village Manager or his designee will engage in public education to inform all stakeholders of the new provisions. The recommendation would be to provide for a sixty (60) day courtesy period to allow for education and the placement of signage throughout the Village.

A violation of any of these codes could be addressed by a Code Enforcement Officer or a Sworn Police Officer. The individual being cited would be able to dispute the violation through the Special Magistrate process.

THE BAL HARBOUR EXPERIENCE

This Ordinance corresponds to *The Bal Harbour Experience* by seeking to increase the safety of all residents and visitors.

The proliferation of existing and developing motorized vehicles and devices, including but not limited to electric bicycles and scooters, is leading to the increased usage of such vehicles on the bicycle path located in the area of hard pack sand on the beach.

The use of these motorized vehicles and devices threatens the public health and safety of pedestrians traveling by foot or on human-powered devices because of the increased risk and severity of injuries attributable to collisions.

CONCLUSION

The adoption of this Ordinance seeks to address a safety concern raised by the Village Council and residents. The adoption would ensure that motorized vehicles and devices are directed to more compatible areas away from pedestrian traffic on the Village's multiuse path located in the area of hard pack sand on the Village beach, the Jetty cutwalk and beach access path south of the Oceana property. Therefore, it is recommended that the proposed amendments be approved on Second Reading.

Attachments:

1. Bal Harbour Village Council Meeting Minutes - February 15, 2022.

ORDINANCE NO. 2024-____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10, "MARINE STRUCTURES, ACTIVITIES AND WAYS," ARTICLE II, "USE OF PUBLIC BEACHES," SECTION 10-31 "PROHIBITED ACTS" AND CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE II, "OPERATION OF VEHICLES," SECTION 19-27 OF THE VILLAGE CODE RELATING TO THE OPERATION OF MOTORIZED VEHICLES AND DEVICES ON PATHS AND SIDEWALKS; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES" OF CHAPTER 2 "ADMINISTRATION" TO CREATE RELATED PENALTIES; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, pedestrians frequently travel within Bal Harbour Village (the "Village") along the beach vehicle access road on the Public Beach (the hardpack), and the beach access paths at the jetty and south of the Oceana (the "Beach Paths") ~~is a coastal community with only one public street in each direction, Collins Avenue running North South, and 96th Street running East West, which are both heavily traveled state roads and major hurricane evacuation routes for surrounding communities; and~~

WHEREAS, the operation of motorized vehicles and devices such as electric bicycles and motorized scooters within the Village along ~~the sidewalks of Collins Avenue and 96th Street and~~ the Beach Paths has increased tremendously over the last couple of years; and

WHEREAS, this increase in the operation of motorized vehicles and devices on the Beach Paths ~~paths and sidewalks~~ has resulted in vehicular/pedestrian incidents and

many near misses within the Village, and has created an unsafe environment for pedestrians; and

WHEREAS, the risk of incidents between pedestrians and individuals operating motorized vehicles and devices is particularly pronounced within this densely populated barrier island community, where residents and tourists can and do walk to all of the Village’s destinations and to meet most of their daily needs and religious observances; and

WHEREAS, due to this heavy pedestrian traffic, the operation of motorized vehicles and devices on ~~sidewalks and paths~~ the Beach Paths is incompatible with the normal and safe movement of traffic within the Village; and

WHEREAS, Section 316.007, Florida Statutes, provides that municipalities may only adopt ordinances on matters that are addressed by Chapter 316, the Uniform Traffic Control Law, that are expressly authorized by the state; and

~~**WHEREAS**, Section 316.20655, Florida Statutes, provides that a local government, through the exercise of its powers under Section 316.008, Florida Statutes, may adopt an ordinance “governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government’s jurisdiction”; and~~

WHEREAS, Section 316.20655, Florida Statutes, ~~further~~ provides that a municipality is not prevented from adopting an ordinance “restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network”; and

~~WHEREAS, Section 316.2128, Florida Statutes, provides that a municipality is not prevented, through the exercise of its powers under Section 316.008, Florida Statutes, "...from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction"; and~~

~~WHEREAS, Section 316.008(1)(n), Florida Statutes, provides that a municipality may "prohibit[] or regulat[e] the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic"; and~~

WHEREAS, the Village Council finds its necessary to adopt an Ordinance, pursuant to its authority under Article VIII of the Florida Constitution, the Village Charter, and Sections ~~316.008(1)(n)~~, 316.20655, and ~~316.2128~~ of the Florida Statutes, to prohibit the operation of electric bicycles, motorized scooters, and other motorized mobility devices on the Beach Paths~~all sidewalks and sidewalk areas under the Village's jurisdiction, including sidewalks and sidewalk areas over which the Village has, or has been given, express authority to enforce the provisions of this Ordinance; and~~

WHEREAS, the Village Council hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

* * *

Section 2. Amending Chapter 19 of the Village Code. That Section 19-27, "Operation on Sidewalks, jogging path," of Chapter 19, "Traffic and Motor Vehicles," of the Village Code is hereby amended to read as follows: ¹

CHAPTER 19 - TRAFFIC AND MOTOR VEHICLES

* * *

ARTICLE II. - OPERATION OF VEHICLES

* * *

Section 19-27. - Operation of Motorized Vehicles Outside of Travel Lanes ~~on Sidewalks, jogging path.~~

- (a) It shall be unlawful to operate motorized vehicles on the Village jogging path or any Sidewalk within the Village. Non-motorized vehicles are permitted on Sidewalks, but not on the Village jogging path located just east of the beach vehicle access road.
- (b) It is the intent of this Section to prohibit the use of Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices within the Designated Areas of the Village.

(1) Definitions. As used in this Section, the following words, terms and phrases, shall have the meanings ascribed to them unless the context otherwise indicates:

- a. ~~Designated Area shall mean all sidewalks and sidewalk areas within the Village, including sidewalks and sidewalk areas over which the Village has, or has been given, express authority to enforce the provisions of this Section, and the beach vehicle access road (hard pack), the beach access path along the Jetty cutwalk, and the beach access path south of Oceana (together, the "Beach Paths"), as shown in the map below.~~

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~striketrough~~. Any changes between first and second reading are shown by highlighted double underline and ~~double striketrough~~ font.



- b. *Electric Bicycle* shall mean an electric bicycle as defined by Section 316.003(23), Florida Statutes.
- c. *Motorized Scooter* shall mean a motorized scooter as defined by Section 316.003(48), Florida Statutes.
- d. *Other Motorized Mobility Devices* shall mean any personal device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on one or more wheels including, but not limited to, powered boards, powered skateboards, powered skates, powered hoverboards, or other similar powered personal motorized mobility devices. This definition does not include Electric Bicycles, Motorized Scooters, or Motorized wheelchairs or similar mobility devices having three or more wheels being operated by a person disabled for mobility purposes.

(2) Unless otherwise authorized under this Section, the operation of an Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device is prohibited within any Designated Area in the Village. Notwithstanding the foregoing, nothing in this Section shall prohibit the operation of:

- a. An Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device within Designated Areas by government personnel acting within their official capacity, including on-duty police or emergency personnel;
- b. Motorized wheelchairs or similar mobility devices having three or more wheels being operated by a disabled person for mobility purposes.

* * *

Section 3. Amending Chapter 10 of the Village Code. That Section 10-31 of Article II, "Use of Public Beaches," of Chapter 10 of the Village Code is hereby amended to read as follows:

CHAPTER 10 - MARINE STRUCTURES, ACTIVITIES AND WAYS

* * *

ARTICLE II - USE OF PUBLIC BEACHES

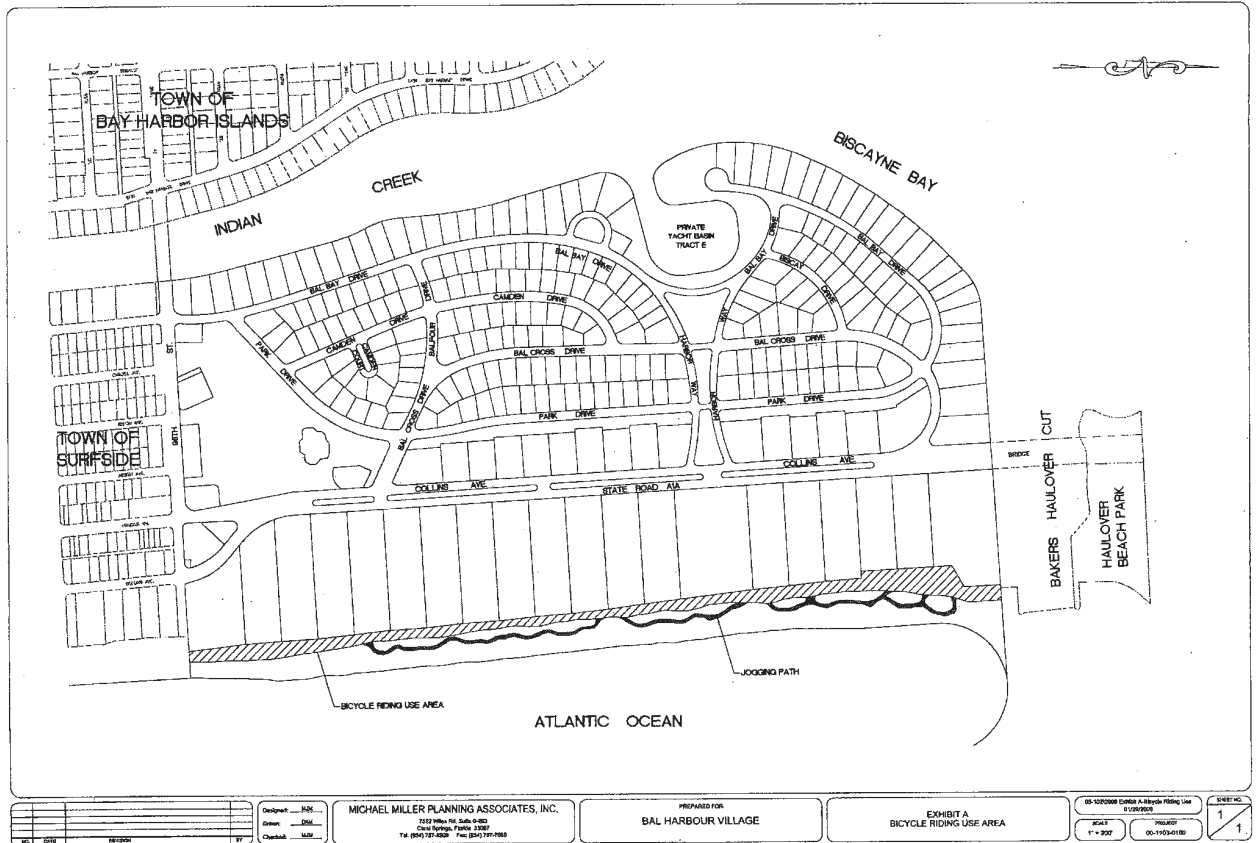
* * *

Section 10-31. - Prohibited acts.

It shall be unlawful for any Person to:

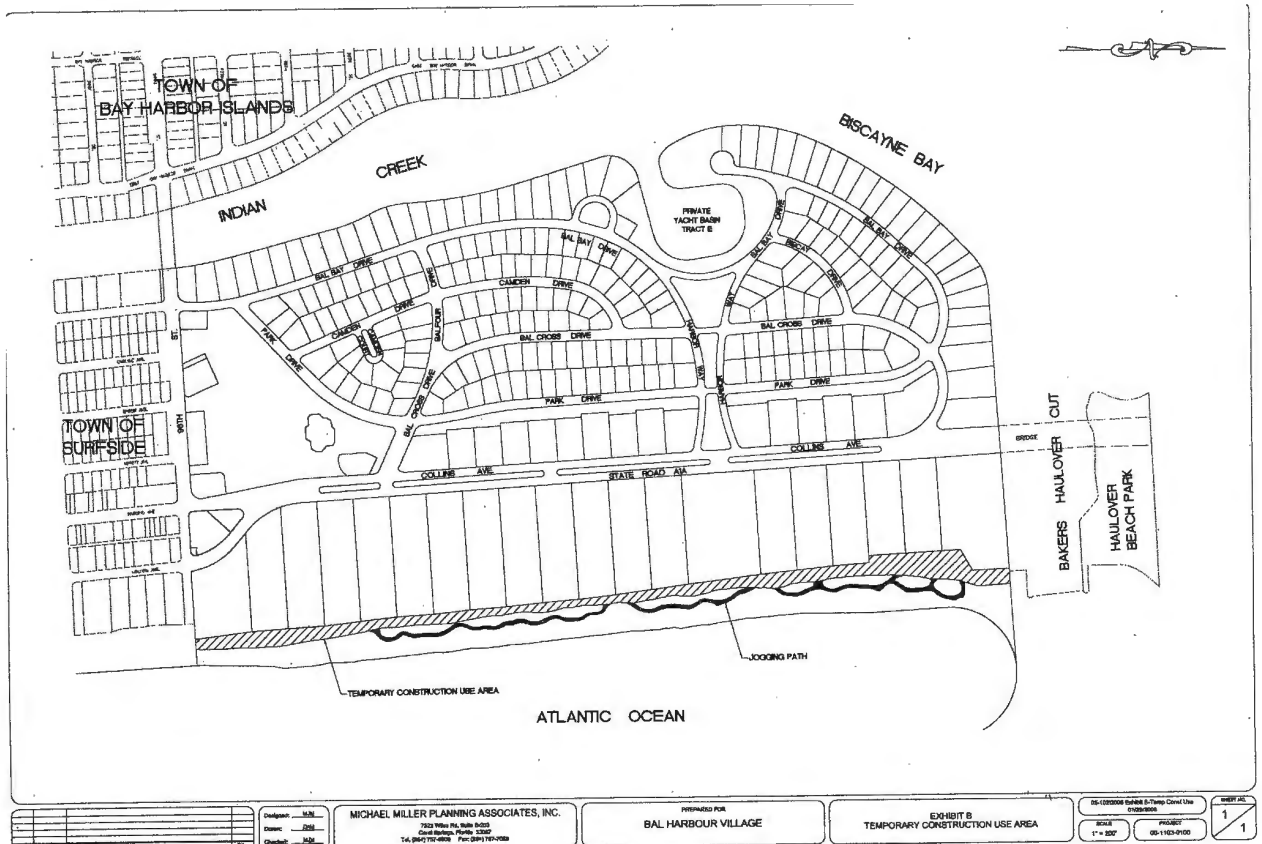
(1) Drive, operate, propel, or place any vehicle (whether or not such vehicle is motorized, propelled by human power or otherwise propelled) on the Public Beach or upon any public land, easement or right-of-way within the Public Beach, except that the operation of Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices shall be governed by Section 19-27 of the Village Code. This prohibition does not apply to on-duty police or emergency vehicles or to the use of human powered, non-motorized bicycles pursuant to paragraph (1)a. below:

a. The vehicle prohibition which is set forth in paragraph (1) above, is hereby modified so that human powered, non-motorized bicycles may be operated on a limited portion of the Public Beach, within the area shown below ~~which is described in Exhibit "A", a copy of which is attached hereto and incorporated herein~~, during daylight hours of each day between the time of sunrise and the time of sunset only, subject to posted rules and protocols governing the program for bicycle use as administered by the Village Manager or his designee.



b. Further, notwithstanding the motorized vehicle prohibition which is set forth above, the Village Manager is hereby authorized to grant special permits for construction vehicles to temporarily utilize a limited portion of the Public Beach, within the area shown below ~~which is described in Exhibit "B", a copy of which is attached hereto and incorporated herein~~, upon the Village Manager finding that temporary construction vehicle access is necessary in order to provide ingress and egress to construction sites to complete pending ocean-front construction projects in a manner which minimizes interference with routine

public road traffic within the Village or which facilitates convenient access of construction materials and supplies to portions of ocean-front construction sites.



Section 4. Amending Chapter 2 of the Village Code. That Section 2-191, "Schedule of Civil Penalties," of Chapter 2, "Administration," of the Village Code is hereby amended to read as follows:

CHAPTER 2 - ADMINISTRATION

ARTICLE V. - CODE ENFORCEMENT

Section 2-191. - Schedule of civil penalties.

(a) The following table shows the sections of this Code, as they may be amended from time to time, and the dollar amount of civil penalty for the violation of these sections as they may be amended. Each "Description of Violations" below is for

informational purposes only and is not meant to limit or define the nature of the violations or the subject matter of the listed Code sections. To determine the exact nature of the activity proscribed or required by this Code, the relevant Code section must be examined.

(b) The following is the schedule of civil penalties:

	Code section	Description of violation	Civil penalty

(47)	<u>19-27</u>	<u>Operation of an Electric Bicycle, Motorized Scooter, or Other Motorized Mobility Device in a Designated Area.</u>	<u>50.00</u>
(47) (48)	20-1	Tampering with public utilities	250.00
(48) (49)	21-362	Using property in residential districts for unpermitted purposes	250.00
(49) (50)	21-362(b)	Conducting open houses and garage sales in residential districts	100.00

* * *

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. Inclusion in the Code. That it is the intention of the Village Council,

and it is hereby ordained that this Ordinance shall become effective and made part of the Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Conflict. That all sections or parts of sections of the Village Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 8. Effective Date. That this Ordinance shall become effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 9th day of April, 2024.

PASSED AND ADOPTED on second reading this 21st day of May, 2024.



ATTEST:

Mayor Jeffrey P. Freimark

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- V I L L A G E -

Mayor Gabriel Groisman
Vice Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council Regular Council Meeting Minutes February 15, 2022 At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in-person and virtually via "Zoom" in order to minimize exposure to the Coronavirus to Councilmembers and members of the public. The meeting was also broadcast on the Village's website (www.balharbourfl.gov) and members of the public were encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE - Mayor Gabriel Groisman called the meeting to order at 6:37 P.M.

The following were present:

Mayor Gabriel Groisman
Vice Mayor Seth Salver
Councilman David Albaum
Councilman Jeffrey Freimark
Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Mayor Groisman.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

There were no requests.

PRESENTATIONS AND AWARDS

Introduction of David Whitaker, President & CEO, Greater Miami Convention and Visitors Bureau

Mayor Groisman introduced Mr. David Whitaker and Mr. Gonzalez provided a brief overview of Mr. Whitaker's experience in working with the community. Mr. Whitaker thanked everyone saying that he had met with Mr. Gonzalez and understands the high expectations for tourism destination marketing. He said that the hotel and Shops average daily rate numbers are currently phenomenal and that it will be interesting to see how long they can be maintained with the collaboration with the Village. He said that he is looking forward to working with the Village as partner.

Mayor Groisman thanked Mr. Whitaker and encouraged him to utilized the Village, and get the Village involved as much as possible.

CONSENT AGENDA

C6 - COUNCIL MINUTES

January 18, 2022 Village Council Meeting Minutes

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE, SUBMITTED BY SHAWN WAX JTRS AND RONALD DOBRIN JTRS, FOR THE PROPERTIES LOCATED AT 10205 COLLINS AVENUE, UNITS 1501 AND 1503, BAL HARBOUR FLORIDA, 33154, TO COMBINE THE TWO CONDOMINIUM UNITS INTO ONE CONDOMINIUM UNIT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A motion to approve the Consent Agenda was moved by Vice Mayor Seth Salver and seconded by Councilman Buzzy Sklar.

VOTE: The Motion passed by unanimous voice vote (5-0).

R5 - ORDINANCES

R5A AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE BY AMENDING CHAPTER 13, "PENSIONS AND RETIREMENT BENEFITS," BY AMENDING THE POLICE OFFICERS' PENSION PLAN TO CREATE A NEW SECTION 13-63, "EARLY RETIREMENT INCENTIVE PLAN"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the ordinance was consistent with the Collective Bargaining Agreement approved in November, and that this being the early retirement portion, he expects that there will be three employees that will participate. He said he was suggesting a slight amendment to the ordinance to allow for the staggering of departures, where the language would be changed to require a release of claims form on the last day of employment, instead of February 28. He then provided a brief progress report of the hiring of new officers.

There were no comments from the public.

Ms. Trevarthen read the language to be amended, adding that she was also suggesting that the word "final" be inserted before "wage cost" in Section (c)4.

MOTION: A motion to amend the ordinance to change the time for the release of claim form to be required on the last day of employment was moved by Mayor Gabriel Groisman and seconded by Vice Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (5-0).

MOTION: A Motion to pass the Ordinance on second reading as amended was moved by Mayor Gabriel Groisman and seconded by Vice Mayor Seth Salver.

ROLL CALL	VOTE
Mayor Gabriel Groisman	Yes
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	Yes
Councilman Jeffrey P. Freimark	Yes
Councilman Buzzy Sklar	Yes

VOTE: The Motion passed on second reading by unanimous roll call vote (5-0).

R5B AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; CREATING SECTION 17-52 OF ARTICLE II, "SIDEWALKS," OF CHAPTER 17 OF THE CODE OF ORDINANCES RELATING TO THE USE OF MOTORIZED MEANS OF TRANSPORTATION ON SIDEWALKS WITHIN THE VILLAGE; AMENDING SECTION 10-31 OF ARTICLE II, "USE OF PUBLIC BEACHES," OF CHAPTER 10 OF THE CODE TO PROHIBIT THE USE OF MOTORIZED MEANS OF

TRANSPORTATION ON THE AREA OF HARD PACK SAND ON VILLAGE BEACHES WEST OF THE SAND DUNES; AMENDING SECTION 19-27 OF CHAPTER 19, "TRAFFIC AND MOTOR VEHICLES," OF THE CODE TO CLARIFY PROHIBITIONS ON THE USE OF MOTORIZED VEHICLES ON VILLAGE SIDEWALKS AND THE VILLAGE JOGGING PATH; AMENDING SECTION 2-191, "SCHEDULE OF CIVIL PENALTIES," OF CHAPTER 2 TO CREATE RELATED PENALTIES; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this ordinance was before the Council per the Council's request following a discussion item in the January 2022 meeting. Captain Mauricio Escarra, Bal Harbour Police, provided an overview of the requirements of the ordinance and State statutes regarding the allowance of the use human powered vehicles, but not motorized vehicles, on sidewalks. He said that the Beach Path fell into the category of multi-use paths, so that unlike sidewalks, vehicles could be restricted.

Council Sklar proposed that use of an ordinary bicycle under human power should be allowed on the Beach Path. He suggested that there should be a ban on electric bicycles, whether or not they are being operated with human power only, to which Councilman Freimark said that thought that that idea was too restrictive.

Mayor Groisman said that non-electric bicycles are also problematic in that they are easily capable of being operated at speeds in excess of twenty miles per hour. He said that many people, including seniors, operate electric bikes at much slower speeds. He said that he would not be opposed to regulating electric bikes on the Beach Path. He suggested that any further regulation of sidewalks be removed from this ordinance so as not to push traffic into Collins Avenue, which he said is dangerous. He also suggested that the penalties should be tiered, with a written warning being the first step.

Vice Mayor Salver said that the sidewalks were more dangerous and compact with existing pedestrian and vehicular traffic. He said that he was okay with electric bicycles, that were diverted from the Beach Path, being operated under human-power-only on the sidewalks.

Babak Raheb, 128 Balfour Drive, said that it should not matter whether or not a bicycle is powered manually or with an electric motor. He said that electric bikes are generally safer than manual bikes, and that more older people use electric bikes for that reason.

Councilman Albaum said both manually powered bikes and electric bikes can be operated at high speeds and asked what was the goal of this ordinance, to which Councilman Sklar said that electric bikes allow for a non-athletic person at the same speeds as an athletic person.

David Wolf, 223 Bal Bay Drive, asked what was the impetus of the ordinance, and asked if there had been accidents. He asked if this ordinance could actually be enforced. He added that other electric vehicles, i.e. scooters, were not capable of reaching higher speeds.

Councilman Sklar responded he had observed that the traffic on the Beach Walk was getting more congested that he had presented the item to be proactive in maintaining safety.

Penny Sepler, 10275 Collins Avenue, said that the sidewalks were more problematic than the Beach Path, in that the bus stops and be sidewalks being narrow, make the sidewalks more dangerous.

MOTION: A motion pass the ordinance as written was moved by Vice Mayor Salver and seconded by Councilman Sklar.

Councilman Freimark said that he felt that the Council was lurching from on issue to another in regards to the sidewalks and the Beach Path, and said that with all the money being invested ongoing projects, a professional guidance and a plan are needed to layout the public areas.

Mayor Groisman said that the intent of the ordinance is right, but nothing would be changed, adding that design is the only way effectively solve the issue. Councilman Freimark added that there has to be a better way for children to get to the new park, other than using Collins Avenue.

MOTION: A Motion carve out the sidewalks from the Ordinance on was moved by Mayor Gabriel Groisman. There was no second.

Councilman Albaum said that he had proposed a comprehensive plan at the time the leash ordinance was under consideration, and that he felt that he was not so sure the Council was prepared to consider this item.

ROLL CALL	VOTE
Mayor Gabriel Groisman	No
Vice Mayor Seth E. Salver	Yes
Councilman David J. Albaum	No
Councilman Jeffrey P. Freimark	No
Councilman Buzzy Sklar	Yes

VOTE: The Motion failed by roll call vote (2-3).

There was a general consensus that a comprehensive plan, backed by data, was the next step. Mr. Gonzalez said that he would seek proposals from those that have the unique of skill sets required.

R7 - RESOLUTIONS

There were not resolutions to consider.

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item regarding an On-Demand Shuttle Service - Village Manager Jorge Gonzalez

Mr. Gonzalez provided a recap of the discussion held during the January Council meeting regard the On-Demand Shuttle Service. He reviewed pricing information, provided by Jason Spiegel, Freebee, the provider of the on-demand ride service, who was attending the meeting via Zoom.

He then presented vehicle options and showed maps of the geographic areas covered by a 3-mile radius and a 5-mile radius. He said that the Village was being asked to share the costs equally with Bay Harbor Island and Surfside, resulting in a \$67,000 cost for Bal Harbour, which would include 2 cars and a third for an ADA compliant vehicle. Grant money, \$34,000 for the Village, would also be available. He then presented stand-alone costs of around \$101,000 for one vehicle and an ADA backup solely for Village residents. He said that the question before the Council was whether or not we wanted a unified service with the other communities or have our own service.

Vice Mayor Salver said he was assured that the grant was renewable, and that there was little to lose to enter into a MOU with the other communities, in a spirit of cooperation and comradery, adding that if it doesn't work, we can bring it in house and do better.

Councilman Sklar said that the importance of a service like this was the convenience to the residents.

Councilman Albaum said that he agreed with Councilman Sklar, but that he did question the need for the service. He added that he would like to see the service extend to Mt. Sinai.

Mayor Groisman said that he also agreed with Councilman Sklar. He said that since this service is becoming commonplace, and that it is being used more and more, it will be used a lot by residents of Bay Harbor and Surfside to the detriment of Village residents. He suggested that the geo-fence be narrow, encompassing Haulover, Surfside and Bay Harbor, so that trips and waiting times would be short.

Councilman Freimark said Jeffrey said that he would like to see more facts to make a decision and that the need to provide a service to Mt. Sinai can't be understated.

Mr. Spiegel said that geo-fences can be fully customized depending on the goals of the municipality, whether it be for longer travel distances with longer waiting times or shorter distances and shorter waiting times. He said that the services would be for 56 hours per week, 8 hours per day. He said that the average waiting time in Coral Gables was eight minutes, while the average waiting time in Miami Beach was fifteen to twenty-minutes.

There was a general consensus from the Council for Mr. Gonzalez to meet with Mr. Spiegel to present different options available to the Village with the goal of keeping wait times from ten to fifteen minutes.

Babak Raheb, 128 Balfour Drive, said that the service should be for Bal Harbour residents and agreed with the goal of a ten-to-fifteen-minute wait time.

Penny Sepler, 10275 Collins Avenue, said that she agreed that the service should be the Village's alone, and if successful it could be expanded. She said that if someone need to wait more than fifteen minutes, they just as easily take a bus, which would also be free for elders. She added that Uber is also available.

David Wolf, 223 Bal Bay Drive said that it was important to understand what the goals of the service are, for example, serving residents or serving anybody in the area, adding that he liked the ability to have control.

R9B PUBLIC COMMENT

Penny Sepler, 10275 Collins Avenue, asked why the traffic on Collins Avenue was so terrible up until 96th Street. Vice Mayor Salver said the problem stemmed from lane alignment, to which Mayor Groisman added that the it is also due to traffic light timing and generally more full-time residents.

Babak Raheb, 128 Balfour Drive said that he was experience and issue caused by zoning. He explained that a new house was being constructed next to his on a property whose back boundary faces the side of his property, and that zoning code does not require tiered setbacks on the back, as it does on the sides, thus presenting the effect of a thirty-foot wall the entire length of his property. He said that he was hoping for an ordinance change that would address this particular issue. He said that the Architectural Review Board could only recommend that he address the issue with the neighbor, since the project was in compliance with zoning. Mayor Groisman offered to help Mr. Raheb mediate with the neighbor.

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

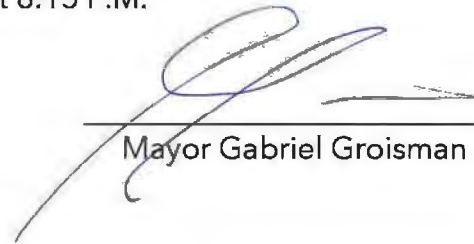
R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT - The meeting was adjourned at 8:15 P.M.



Mayor Gabriel Groisman



Attest:



Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the Resolution accepting the Fiscal Year (FY) 2022-23 Annual Comprehensive Financial Report (ACFR)?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| <input type="checkbox"/> Beautiful Environment | <input type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community |
| <input checked="" type="checkbox"/> Other: <u>State Requirement</u> | | |

Item Summary / Recommendation:

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year. RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2023. The ACFR was prepared at the conclusion of the audit, and includes the basic financial statements, management discussion and analysis, and other financial reports compiled by Finance Department Staff. The Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023 was produced after the completion of the audit for the fiscal year, and is transmitted to the Village Council for review and acceptance.

In addition, The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village, for its ACFR for the fiscal year ended September 30, 2022. This is the ninth consecutive year that the Village has achieved this prestigious award.

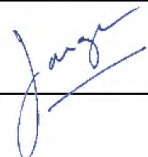
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez



BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending acceptance of the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2023.

BACKGROUND

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year. RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2023. The ACFR was prepared at the conclusion of the audit, and includes the basic financial statements, management discussion and analysis, and other financial reports compiled by the Village's Finance Department Staff. The ACFR also includes reports of the Village's independent certified public accountants and other compliance reports prepared by the Village's auditors. The ACFR for Fiscal Year ended September 30, 2023, is provided to you in electronic form for your review. The bound copy will be distributed to Council Members in advance of the meeting. The ACFR will also be available on the Village's Web Site at www.balharbourfl.gov once issued.

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village, for its ACFR for the fiscal year ended September 30, 2022. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The attainment of this award represents a significant accomplishment by a government and its financial management team. This is the ninth consecutive year that the Village has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both the generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our current ACFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

THE BAL HARBOUR EXPERIENCE

Florida Statutes Section 218.32 requires the books and records of the Village to be audited at the end of each Fiscal Year.

CONCLUSION

The Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023 was produced after the completion of the audit for the fiscal year and is transmitted to the Village Council for review and acceptance.

Exhibit:

- A1. FYE 2023 Report to Village Council
- A2. FYE 2023 Annual Comprehensive Financial Report

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.32, Fla. Stat. requires an annual audit of the Village's books and records; and

WHEREAS, RSM US LLP, the Village's independent auditors, performed the annual audit of the Village's financial records for the Fiscal Year ended September 30, 2023; and

WHEREAS, the Village Council has received and reviewed the Village's Annual Comprehensive Financial Report (the "ACFR") for the Fiscal Year ended September 30, 2023, which includes the reports of independent certified public accountants and other reports on compliance prepared by RSM US LLP, as well as the report compiled by Village staff; and

WHEREAS, the Village Manager recommends acceptance of the ACFR for the Fiscal Year ended September 30, 2023; and

WHEREAS, the Village Council deems it to be in the best interest of the citizens and residents of Bal Harbour Village to accept the ACFR for the Fiscal Year ended September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

Section 2. **ACFR Accepted.** That the ACFR for Fiscal Year ended September 30, 2023 is hereby accepted and the Village Manager is hereby authorized to forward the ACFR to the appropriate agencies.

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

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2023-24 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the resolution amending the FY 2023-24 Budget?

The Bal Harbour Experience:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input checked="" type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input checked="" type="checkbox"/> Resiliency & Sustainable Community |
| <input type="checkbox"/> Other: _____ | | |

Item Summary / Recommendation:

FY 2023 ended with a surplus revenue over expenditure in the General Fund of \$26,664, in the Resort Tax Fund of \$1,707,698, in the Security & Landscape Assessment Fund of \$844,021, and in the Utility Fund of \$1,359,658.

The current FYE's budget is amended to carryforward the unspent appropriations related to Capital Projects and Grants. In addition, reserves are set-aside from the General Fund to support the Village Council's Capital Improvement Program; as well as other Programs (i.e., IT and Fleet Replacement).

The action before you today is to amend the FYE 2024 Budget as well as to set-aside additional reserves as a result of the projected financial close-out of FYE 2023.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

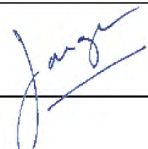
Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
	See Exhibit A		

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez
		

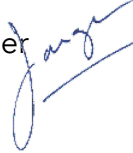
BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2023-24 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended the Village Council Approve the Resolution.

BACKGROUND

The annual budget serves as the foundation for the Village's financial planning and control. Departmental allocations are based on long range planning efforts in support of the Village's Operating and 5 Year Capital Budget by building on the foundation we established together in the last several years and further cultivating the Bal Harbour experience. Village departments submit requests for appropriation to the Chief Financial Officer, these are incorporated with fixed annual inflationary costs to produce the preliminary base budget, prior to the presentation and setting of the preliminary millage by the Village Council in July of each year. The base budget is developed in collaboration with directors, these requests are used to assist the Village Manager in developing the Proposed Budget which depending on current year resources and resource allocation priorities, may include enhancements to current service levels or capital allocations. The Council is required to hold two public hearings on the Proposed Budget and to enact an Approved Budget as prescribed by the State of Florida's mandated process by the new fiscal year in October. The annual budget process commences at mid-year with the refining of current year projections, and carryforward requests.

The Village maintains budgetary controls for all of its funds except fiduciary and agency funds. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget adopted by the Village Council. Activities of the various funds are included in the annual budget and are maintained at the department/fund level. Staff at all levels are tasked with managing their budgets to ensure that we implement the approved strategies and initiatives within the approved levels authorized by the Village Council. All unspent appropriations related to Capital Projects and Grants are generally re-appropriated as part of the following year's budget.

Throughout the year I monitor progress of activities, expenditures and revenues to maintain fiscally prudent and conservative practices. At the year end, final decisions are made on how to allocate excess revenues over expenditures to strategically move forward on the long-term Village vision.

END OF YEAR FY 2023 - FUND PERFORMANCE SNAPSHOT

As a result of a disciplined approach to resource allocation, careful management practices and conservative fiscal policies, Bal Harbour Village continues to maintain a very strong financial position in all of our funds, all while implementing an ambitious recreational and capital plan. Not unlike all organizations within the public or private sector, this year we were challenged by inflationary impacts for property insurance, and contractual-related increases. The continued provision of the current level of municipal services and retention challenges the availability of Contract Labor. Notwithstanding, I am proud to report that on a budgetary basis the fiscal year 2022-23 (FY 2023) closes with a positive position in each of our funds as further described below.

GENERAL FUND

The General Fund ended FY 2023 with a combined non-capital and capital total revenues in excess of total expenditures of \$26,664. The following tables reflect the General Fund Activity for FYE 2023 as a whole; as well as the Non-capital vs Capital activity.

General Fund					
Total	FY Adopted 2023 Budget	FY Final 2023 Budget	FY 2023 Actual	Net Final Budget less Actual	% Difference
<i>revenue</i>	28,334,700	31,174,000	26,872,197	-4,301,803	-13.8%
<i>expenditure</i>	33,626,100	49,336,900	26,845,533	22,491,367	45.6%
<i>use of fund balance</i>	5,291,400	18,162,900	-	18,162,900	100.0%
<i>revenue in excess of expenditure</i>			26,664		

The General Fund’s non-capital (excluding Capital Improvement Project revenue and expenditures) net surplus is approximately \$10.3 million. Non-capital revenue was \$26,058,572, which was \$6,800,594 or 35.4% in excess of the final budget. The increase primarily results from a \$3.0 million developer contribution; an increase in investment income of \$1.6 million, and an increase in Building Department fees of \$1.3 million received that was not originally budgeted. Other revenue lines performed better than the budget as well. On the expenditure side, non-capital expenditures was \$15,782,933, which was \$3,475,045 or 18.1% less than the final budgeted expenditures. We continue to manage conservatively and control expenses wherever possible, vacancy savings, pension cost and other related savings contributed to the expenditure line. For FYE 2023,

the Village took a conservative approach by fully funding the Recreation Arts & Culture department in anticipation of the opening of the new waterfront park. The opening of the new waterfront park occurred January 2024.

General Fund					
Non-Capital Related	FY Adopted 2023 Budget	FY Final 2023 Budget	FY 2023 Actual	Net Final Budget less Actual	% Difference
revenue	19,258,100	19,257,978	26,058,572	6,800,594	35.4%
expenditure	19,258,100	19,257,978	15,782,933	3,475,045	18.1%
revenue in excess of expenditure			10,275,639		

The Village’s capital improvement projects are well underway as the final budget was \$30,078,922 in capital expenditures, which most notably included funding towards the Bal Harbour Waterfront Park and the Harbour Front Park Jetty Projects. For FYE 2023, funding for capital related expenditures was primarily from Fund Balance, reimbursement grants, as well as commercial rental income from the Truist parcel. Capital related expenditures totaled \$11,062,600 which is \$19,016,322 or 63.3% lower than the Final Budget. Spending for FYE 2023 primarily relates to the Waterfront Project which was completed in December 2023. Funding for the Harbour Front Park Jetty Project is primarily through grants on a reimbursement basis. Construction for the Harbour Front Park Jetty Project is expected to be awarded towards the latter part of FYE 2024. In accordance with our financial policies, unspent capital appropriations for ongoing projects are re-appropriated as part of the following year’s budget.

General Fund					
Capital Project Related	FY Adopted 2023 Budget	FY Final 2023 Budget	FY 2023 Actual	Net Final Budget less Actual	% Difference
revenue	9,076,600	11,916,022	813,625	(11,102,397)	-93.2%
expenditure	14,368,000	30,078,922	11,062,600	19,016,322	63.3%
use of fund balance	5,291,400	18,162,900	-	18,162,900	100.0%
revenue in excess of expenditure			(10,248,975)		

RESORT TAX FUND

The Resort Tax Fund ended the fiscal year with a record year of \$6,221,272 in revenue collections, and \$4,513,574 in combined (non-capital and capital) expenditures, generating revenue in excess of expenditures for the fund in the amount of \$1,707,698. Revenue collected was \$1,566,724 more than budgeted or 33.7%, non-capital expenditures incurred is \$487,523 less than budgeted or 10.1%. Capital related expenditures totaled \$194,555 which is \$4,297,303 or 95.7% lower than the Final Budget. The capital related budgeted expenditures primarily reflects funding towards Harbour Front Park Jetty project. In accordance with our financial policies, unspent capital

appropriations for ongoing projects are re-appropriated as part of the following year's budget.

As you are aware, Resort Tax is the most volatile revenue stream we have. As a fiscal policy, we budget revenue extremely conservatively to ensure that we do not face a circumstance where a material event such as a hurricane or other emergency occurs late in the fiscal year and adversely impacts our finances with no time to recover. At the same time, this strategy helps build the Resort Tax Fund Reserve, which is used for capital or other one-time, non-recurring investments in future years.

Resort Tax Fund	FY Adopted 2023 Budget	FY Final 2023 Budget	FY 2023 Actual	Net Final Budget less Actual	% Difference
<i>revenue</i>	4,654,548	4,654,548	6,221,272	1,566,724	33.7%
<i>expenditure - non-capital</i>	4,654,600	4,806,542	4,319,019	487,523	10.1%
<i>expenditure - capital</i>	4,415,000	4,491,858	194,555	4,297,303	95.7%
<i>use of fund balance</i>	4,415,052	4,643,852	-	4,643,852	100.0%
<i>revenue in excess of expenditure</i>			1,707,698		

SECURITY & LANDSCAPE ASSESSMENT FUND

The Security & Landscape Assessment Fund ended the fiscal year with \$2,166,045 in revenue collections, which was \$233,577 or 12.1% in excess of the final budget. This primarily resulted from construction fee receipts which is non-recurring in nature. Non-capital expenditures was \$926,040, which was \$337,031 or 26.7% less than budgeted. Unspent non-capital expenditures includes partial funding towards for the property management function which resides with the Bal Harbour Civic Association. Capital related expenditures totaled \$395,984 which is \$1,420,352 lower than the Final Budget. Capital related expenditures includes funding for security enhancements; as well as paving expenditures, and reserves. In accordance with our financial policies, unspent capital appropriations for ongoing projects are re-appropriated as part of the following year's budget.

Security & Landscape Assessment Fund	FY Adopted 2023 Budget	FY Final 2023 Budget	FY 2023 Actual	Net Final Budget less Actual	% Difference
<i>revenue</i>	1,932,468	1,932,468	2,166,045	233,577	12.1%
<i>expenditure - non-capital</i>	1,263,071	1,263,071	926,040	337,031	26.7%
<i>expenditure - capital</i>	1,209,715	1,816,336	395,984	1,420,352	78.2%
<i>use of fund balance</i>	540,318	1,146,939	-	1,146,939	100.0%
<i>revenue in excess of expenditure</i>			844,021		

WATER & SEWER UTILITY FUND

The Water & Sewer Utility Fund ended the year on a Generally Accepted Accounting Principal (GAAP) basis with a surplus of total revenue in excess of expenditures of \$1,359,658.

The following tables are presented on a budgetary basis. The Water & Sewer Utility Fund ended the year on a budgetary basis with \$5,577,683 of Non-capital revenue which is \$349,683 more than the Adopted Budget; and \$4,218,025 on a budgetary basis in non-capital project related expenditures, which is \$1,112,575 lower than the Adopted Budget. In total, the non-capital project on a budgetary basis related revenue in excess of expenditure is \$1,359,658. This amount is applied against the annual debt service payments.

Capital projects consisted primarily of the Utility Master Plan Capital Project. Combined expenditures for these projects on a budgetary basis totaled \$1,292,384, which is \$2,418,516 lower than the Adopted Budget. In accordance with our financial policies, unspent capital appropriation is re-appropriated as part of the following year's budget.

Water & Sewer Utility Fund				
Non-Capital Related	FY Adopted 2023 Budget	FY 2023 Actual	Net Budget less Actual	% Difference
<i>revenue</i>	5,228,000	5,577,683	349,683	6.7%
<i>expenditure</i>	5,330,600	4,218,025	1,112,575	20.9%
<i>use of fund balance</i>	102,600	-	102,600	100.0%
<i>revenue in excess of expenditure</i>		1,359,658		
Capital Project Related	FY Adopted 2023 Budget	FY 2023 Actual	Net Budget less Actual	% Difference
<i>expenditure (2)</i>	3,710,900	1,292,384	2,418,516	65.2%
<i>use of fund balance</i>	3,710,900	-	3,710,900	100.0%
<i>revenue in excess of expenditure</i>		(1,292,384)		
Total	FY Adopted 2023 Budget	FY 2023 Actual	Net Budget less Actual	% Difference
<i>revenue</i>	5,228,000	5,577,683	349,683	6.7%
<i>expenditure</i>	9,041,500	5,510,409	3,531,091	39.1%
<i>use of fund balance</i>	3,813,500	-	3,813,500	100.0%
<i>revenue in excess of expenditure (1)</i>		67,274		
<i>revenue in excess of expenditure (GAAP) = (1) + (2)</i>		1,359,658		

YEAR END CARRY FORWARD

With the close of FY 2014, I proposed, and the Village Council established the prudent practice of programming one-half of excess revenue at year end toward fund balance to grow our reserves, with a goal of maintaining a sizeable unassigned fund balance; and the other half would be designated toward a capital reserve fund balance for future capital projects. In recent years, we have designated larger portions to the capital reserve than required to build available funds for the CIP program projects.

GENERAL FUND

I am proposing to allocate \$1,000,000 in surplus General Fund resources to fund anticipated projects and/or expenditures through the remainder of FY 2023-24. The chart below explains the proposed use for surplus funds, the carryforward of capital funds, and the designation of excess funds to our unassigned fund balance pursuant to our financial policies.

Given the strong and stable financial position of the General Fund this year and the approval of the Village Council’s Capital Improvement Program as a part of the FYE 2024 budget process, I propose we allocate \$2,000,000 of the excess General Fund surplus at year-end towards the Capital Projects Reserve. The remaining \$6,393,816 in surplus should be allocated to the Undesignated Fund Balance. The Village’s internal policy is to maintain a minimum unassigned General Fund Balance of 75% of budgeted operating expenditures. With the proposed addition to the capital reserve below, we exceeded that goal with \$16.1 million or 83.7% of the FYE 2023 budgeted operating expenditures.

General Fund	
Revenue less Expenditure	\$ 26,664
Addition to Reserve (Capital projects and Other) per Policy	(1,292,361)
FY 2023 Budgeted Use of Reserve	438,822
Carryforward FY 2023 Unspent Capital Related Appropriations	14,077,290
	<u>13,250,415</u>
Future Funding / Anticipated Reimbursements (Grant and Other)	14,546,345
	<u>27,796,760</u>
Carryforward FY 2023 Unspent Capital Related Appropriations to FY 2024	(19,402,944)
Remaining Balance	\$ 8,393,816
Addition to Capital Reserve	2,000,000
Undesignated Fund Balance	6,393,816
Remaining Balance	\$ -

RESORT TAX FUND

The excess revenue over expenditures this year of \$1,707,698, brings the Resort Tax Fund - Fund Balance to \$12,437,422 as of FYE 2023. As reflected in the 5-Year Capital Improvement Plan, the Harbour Front Park Jetty project is planned to be partially funded by the Resort Tax Fund. To date, \$5,283,950 of the Resort Tax Fund Balance has been designated for this project (of which \$4,000,000 was appropriated as a part of the FYE 2023 budget). In accordance with financial policies, the unspent capital appropriation

of \$4,319,501 will be re-appropriated as part of the following year's budget. The FYE 2023 Resort Tax Fund unappropriated balance net of the amounts set aside for capital projects is \$6,833,971.

SECURITY & LANDSCAPE ASSESSMENT FUND

In accordance with financial policies, the unspent capital appropriation of \$779,011 will be re-appropriated as part of the following year's budget. The remainder (inclusive of budgeted reserves) will be added to the Security & Landscape Assessment fund balance.

WATER & SEWER UTILITY FUND

In accordance with financial policies, the unspent capital appropriation (budgetary basis) of \$2,418,516 will be re-appropriated as part of the following year's budget.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's mission through The Bal Harbour Experience. Every element of the Bal Harbour Experience is funded in part through each respective Fund's resources and therefore are supported by this item.

CONCLUSION

FY 2023 closes with an overall positive performance for all funds. The actions recommended in this item are consistent with our established financial policies and continue our fiscally prudent practice and care with the use of public funds. Approval of this item will allow us to continue to develop and implement our ambitious capital program while delivering the level of service our community has grown to expect.

Attachments:

1. Exhibit A - Budget Summary

**Resolution Exhibit A: Revenue & Expenditure Authority by Fund
Total Revenue & Expenditure**

Rounded to '00s

	Original Appropriation	Amended Appropriation	PY Unspent Capital Carryforward	Appropriation through Mid- Year Amendment
General Fund				
Revenue	\$ 27,685,600	\$ 27,755,600	\$ 19,402,944	\$ 47,158,544
Expenditure				
Legislative	415,700	415,700	-	415,700
Administration	1,634,800	1,634,800	-	1,634,800
Finance	953,200	953,200	-	953,200
General Government	5,191,000	5,191,000	-	5,191,000
Law Enforcement	8,927,600	8,927,600	273,327	9,200,927
Building and Permitting	2,208,100	2,208,100	-	2,208,100
Public Works & Beautification	4,545,000	4,545,000	4,201,587	8,746,587
Recreation, Arts & Culture	1,412,700	1,412,700	74,264	1,486,964
Information Technology	539,500	609,500	6,237	615,737
Capital Program	1,416,000	1,416,000	14,847,529	16,263,529
Legal Support Services	442,000	442,000	-	442,000
General Fund Total	\$ 27,685,600	\$ 27,755,600	\$ 19,402,944	\$ 47,158,544
Water & Wastewater Utility Fund				
Revenue	\$ 5,592,100	5,592,100	\$ 2,418,516	\$ 8,010,616
Expenditure				
Utility Operations	5,369,200	5,369,200	-	5,369,200
Capital Projects	222,900	222,900	2,418,516	2,641,416
Water & Wastewater Utility Fund Total	\$ 5,592,100	\$ 5,592,100	\$ 2,418,516	\$ 8,010,616
Resort Tax Fund				
Revenue	\$ 5,430,400	\$ 5,430,400	\$ 4,319,501	\$ 9,749,901
Expenditures				
Tourism & Marketing	1,958,800	1,958,800	69,501	2,028,301
Beautification/Greenspace	2,001,800	2,001,800	-	2,001,800
Law Enforcement	348,000	348,000	-	348,000
Recreation, Arts & Culture	1,121,800	1,121,800	4,250,000	5,371,800
Resort Tax Fund Total	\$ 5,430,400	\$ 5,430,400	\$ 4,319,501	\$ 9,749,901
Landscape & Security Assessment Fund				
Revenue	\$ 2,298,600	\$ 2,298,600	\$ 779,011	\$ 3,077,611
Expenditures				
Landscape & Security Assessment Area	2,298,600	2,298,600	779,011	3,077,611
Landscape & Security Assessment Fund	\$ 2,298,600	\$ 2,298,600	\$ 779,011	\$ 3,077,611

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING (I) THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF VILLAGE WIDE LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES; AND (II) APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY; AT ESTABLISHED RATES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR ALL MATERIALS AND RELATED SERVICES AS DEFINED WITHIN THE AGREEMENTS.

Issue:

Should the Village Council approve the Agreements with Brightview Landscape Services Inc., to provide Village landscape services?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

A public solicitation was recently conducted for Village landscape maintenance and beautification services, with five (5) proposals submitted. The constituted Evaluation Committee met and unanimously ranked Brightview Landscape Services, Inc. as the number one most responsive, responsible proposer to provide the envisioned services as detailed within the two RFP's, 2024-02 and 2024-03. The BHCA property manager will oversee the vendor agreement for the Bal Harbour Civic Association (BHCA) common areas, and the Village will manage the new agreement for the Village controlled locations and continue to act as the fiscal agent for both agreements.

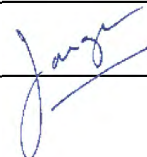
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez



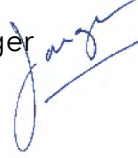
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING (I) THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF VILLAGE WIDE LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES; AND (II) APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY; AT ESTABLISHED RATES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR ALL MATERIALS AND RELATED SERVICES AS DEFINED WITHIN THE AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The current agreements for landscape maintenance and beautification services are separated into the following two separate agreements: (1) Village controlled Facilities, Parks, Right of Ways and Bal Harbour Beach areas; (2) The common areas within the Gated Residential Community. These agreements were Council approved and executed in May 2015, with an initial three (3) year term and two (2) renewal options of three years (3), each, if mutually agreed. The retained vendor, Brightview Landscape Services Inc., (Brightview), has provided these services to the Village since 2010, under a previous corporate name, The Brickman Group Ltd. Both agreements are set to expire in May 2024. The FY 2023/24 budget allocation for the Village controlled locations inclusive of landscape materials is \$1,029,000, and the Gated Residential Community all-inclusive budget is \$205,765.

The 2015 landscape maintenance agreements are separated to enable clear financial expenditure tracking for services within the residential gated community that are paid from the Landscape/Security Fund, while ensuring the continuity of the Village-wide aesthetic.

The agreements are currently managed by staff from the Public Works & Beautification Department. The envisioned transition of daily management responsibilities within the gated community from Village staff to the Bal Harbour Civic Association (BHCA), retained property manager, is ongoing and if this Resolution is approved, the BHCA property

manager will provide the daily oversight for the landscape agreement pertaining to the specified services for the common areas within residential gated community. The Village will manage the new agreement for the Village controlled locations with the selected vendor and continue to act as the fiscal Agent for both agreements.

ANALYSIS

In preparation for the public solicitation, the existing agreements were reviewed, and the scope of services were revised to incorporate economy of scale efficiencies and clarify previous service specifications. As is the case with the existing agreements, the specifications place the responsibility of landscape maintenance and beautification under the landscape contractor. This approach is beneficial to the Village because in general, the contractor is fully responsible for overseeing the daily landscape maintenance program with verification criteria detailed within the agreement and oversight provided by Village staff and the BHCA Property Manager.

Both RFP solicitations detailed the same general service requirements, but for the gated community, the bus shelters, parking lots, Village Facilities, street furniture and coastal area tasks are removed from the 2024-03 BHCA specifications.

General Scope of Work:

The Landscape Maintenance and Beautification Services at streetscapes, municipal parks, right of way (ROW), Village facility grounds, parking lots and coastal sites as per the specifications described which include but not be limited to the following:

- 1) Turf mowing, edging, line trimming, integrated pest management, fertilization, and replacement as required.
- 2) Hedge, shrub beds, flower beds, ground cover pruning, integrated pest management, fertilization, and replacement as required.
- 3) Canopy Tree and Palm pruning, integrated pest management, fertilization, and replacement as required.
- 4) Irrigation system operation maintenance/repair.
- 5) Litter retrieval and waste disposal.
- 6) Hardscape pressure cleaning including ROW sidewalks, curb and gutter, street furniture and the Cut Walk inside wall.
- 7) Bus Shelter cleaning, litter disposal.
- 8) Beach Areas Waste/Recycle Receptacle service.
- 9) Dog waste station waste disposal and bag replenishment.
- 10) Emergency Operations Response post storm event for debris collection, downed tree removals and restoration activities.

The contractor must provide sufficient onsite staffing to meet the quality objective including, a full-time Supervisor, Irrigation Technician, fully equipped and on duty during regular business hours; Monday - Friday, within the Contract Areas in addition to weekend staff requirements as needed to maintain the Quality Objective. To ensure an open communication environment, the onsite Supervisor must be fluent in the English language.

Additionally, the landscape maintenance program must be managed by a full-time degreed Horticulturalist. The Tree care program must be managed by an International Society of Arborists (ISA), certified Arborist. The Horticulturalist and Arborist must visit the contract locations at a frequency that is sufficient to ensure compliance with the contractual provisions related to the maintenance specifications.

Revised Specifications:

The following revisions were incorporated into the two RFP's, as appropriate:

1. Added daily Dog waste station service for all locations.
2. Added the maintenance specifications for the Bal Harbour Waterfront Park.
3. Added the Public Works & Beautification Dept. Operations Facility
4. Added the new Village Noise Ordinance provisions, with a link to the Village Muni-code.
5. Added the prohibition of any contractor work except for waste/recycle receptacle service, dog waste station waste disposal/bag replenishment and litter control activities on Saturdays and Sundays and on all designated Federal Holidays, and Mondays through Fridays from 5:30 p.m. to 8:30 a.m.
6. Added daily trash and recycling service at the Beach, Jetty, Cut walk, and under the Herman B. Fultz Bridge.
7. Added the prohibition of the use of gasoline powered leaf blowers at all locations.
8. Added a provision for the exclusive use of battery powered equipment and tools with a request for pricing differential if it is an additional cost.
9. Added a provision for the use of organic fertilizers, herbicides, and pest control chemicals, with a request for pricing differential if it is an additional cost.

Procurement:

Staff developed the revised scope of work for the Village locations and co-developed the revised gated community scope. Both scopes of work were incorporated into separate Request for Proposals (RFP), No. 2024-02 Bal Harbour Village Landscape Maintenance and Beautification Services, and No. 2024-03 Bal Harbour Civic Association Landscape Maintenance and Beautification Services. The two solicitations were placed on the public procurement website, "Public Purchase.com", on March 12, 2024. A non-mandatory pre-submittal meeting was held on March 18, 2024, and site visits were conducted with all requesting vendors. The deadline for submittal to the Village Clerk was April 19, 2024, at 3:00 pm.

A total of nine (9) companies accessed the two RFP documents on the Public Purchase website. The Village Clerk received five (5) timely responses for the two RFPs from the following local landscape service providers, for review and consideration:

- Superior Landscaping & Lawn Service Inc.
- Brightview Landscape Services, Inc.
- SFM Services, Inc.
- Everglades Environmental Care, Inc.
- Arazoza Brothers

All the vendors that attended the pre-submittal meeting and site visits offered proposals. The RFP submittals were reviewed by the constituted Evaluation Committee which met on May 2, 2024, to review the submittals and develop a recommendation with rankings to be provided to the Village Manager. The Committee members included the following staff: Robert Clark, Bryan Cocoran, Sylvia Flores and Ana Chaverria the Property Manager for the BHCA. BHCA President Neca Logan was also present to observe without participating in the voting.

Evaluation Criteria:

The following evaluation criteria was used to rank the Responders according to and base its recommendation to the Village Manager on the following factors, with a maximum of 100 points to be awarded:

- Experience of the Proposer (maximum of 15 points)
- Experience of the professionals that will be involved in the provision of Services (maximum of 15 points)
- Availability of resources to perform the required Services (maximum of 15 points)
- Proposed approach towards the delivery of Services (maximum of 5 points)
- Recent, current, and projected workloads of the Proposer (maximum of 5 points)
- Quality of references (maximum of 15 points)
- Price (maximum of 30 points)

The Committee ranked the proposals separately to identify any notable differences, specifically related to pricing. The committee was unanimous in ranking Brightview Landscape Services, Inc., first with an average ranking between the two submittals of 89.6 points received out of a possible 100. The committee rankings are shown in the two charts below.

Evaluation Committee RFP 2024-02 Submittals Rankings		
Rank	Company Name	Average Score
1	Brightview Landscape Services, Inc.	90
2	SFM Services, Inc.	74
3	Superior Landscaping & Lawn Service Inc.	67.8
4	Everglades Environmental Care, Inc.	45.5
5	Arazoza Brothers	37.5

Evaluation Committee RFP 2024-03 BHCA-Submittals Rankings		
Rank	Company Name	Average Score
1	Brightview Landscape Services, Inc.	89.3
2	SFM Services, Inc.	74
3	Superior Landscaping & Lawn Service Inc.	68.3
4	Everglades Environmental Care, Inc.	45.5
5	Arazoza Brothers	37.5

The FY 23/24 annual budget for the Village, non-Gated Community locations totals \$1,029,000. This budget includes the base landscape maintenance contract costs with our current vendor, Brightview of \$937,000; as well as an allocation for Brightview provided landscape materials of \$92,000.

The base services proposal submitted by Brightview totals \$888,213. The proposal includes the previously in-house maintained, Public Works & Beautification Department's North Miami Operations Facility grounds, new services including daily dog waste station service village wide, daily waste and recycle receptacle service at the Coastal and Herman B. Fultz Bridge locations, quarterly pressure washing of the Bal Harbour Jetty and the use of battery equipment and organic fertilizer, herbicides, and pest control. The total increase in cost for the new additions, totals \$45,252, as detailed below:

Site	Component Svcs.	Annual Freq.	FY 23/24 Annual Cost	Proposed Annual Cost	FY 23/24 Variance
1	Collins Ave ROW				
	Dog Stations (New Service)	365		\$7,300.0	
	Site 1 Totals		\$301,632.1	\$315,781.0	\$14,148.9
2	96th Street ROW				
	Dog Stations (New Service)	365		\$730.0	
	Site 2 Totals		\$45,099.6	\$51,266.0	\$6,166.4
3	Beach PL, Cut Walk & Adj. ROW				
	Waste Receptacles (New Service)	365		\$2,190.0	
	Dog Stations (New Service)	365		\$1,460.0	
	Site 3 Totals		\$63,686.9	\$51,825.0	-\$11,861.9
4	Coastal Beach Area				
	Pressure Washing-Jetty (New Service)	4		\$8,000.0	
	Waste Receptacles (New Service)	365		\$8,395.0	
	Dog Stations (New Service)	365		\$5,475.0	
	Site 4 Totals		\$340,729.5	\$356,155.6	\$15,426.1
5	Village Hall				
	Site 5 Totals		\$40,299.6	\$41,179.2	\$879.6
6	Bal Harbor Waterfront Park				
	Site 6 Totals		\$51,513.4	\$47,946.0	-\$3,567.4
7	Public Works Operations Facility (New Site)				
	Site 7 Totals		\$0.0	\$14,060.0	\$14,060.0
	Sites 1-7 Totals		\$842,961.1	\$878,212.8	\$35,251.7
The following pricing is requested to provide All Battery Powered Equipment and Organic Pest Control and Fertilization Products to be used in the provision of service at all sites.					
Additional Annual Cost for the use of Battery Powered Tools/Equipment if Applicable					
	Annual Cost using all Battery Powered Equipment			\$0.0	
	Annual Cost using all Battery Powered Small All Terrain			\$0.0	
	Annual Cost using all Organic Pest Control Products			\$7,000.0	
	Annual Cost using all Organic Fertilization Products			\$3,000.0	
	Sites 1-7 Totals			\$878,212.8	
	Battery/Organics Additional Cost			\$10,000.0	\$10,000.0
	Grand Total			\$888,212.8	\$45,251.7

The FY 23/24 annual budget for landscape maintenance & beautification services within the Residential Gated Community common area locations totals \$205,765. This budget includes the base Landscape Maintenance contract costs with our current vendor, Brightview, of \$165,428. Additionally, an allocation for Brightview provided landscape materials of \$25,000, and \$15,337 for additional services is included.

The base services proposal submitted by Brightview totals \$182,199. The proposal includes the previously in-house staff provided daily dog waste station service and the use of battery equipment and organic fertilizer, herbicides, and pest control. The total increase in cost for the new additions, totals \$16,772, as detailed below:

Site	Component Svcs.	Annual Freq.	FY 23/24 Annual Cost	Proposed Annual Cost	FY 23/24 Variance
1	Gated Residential Community				
	Dog Stations (New Service)	365		\$7,300.0	
	Site 1 Totals		\$165,427.1	\$172,198.4	\$6,771.3
The following pricing is requested to provide All Battery Powered Equipment and Organic Pest Control and Fertilization Products to be used in the provision of service at all sites.					
Additional Annual Cost for the use of Battery Powered Tools/Equipment if Applicable					
	Annual Cost using all Battery Powered Equipment			\$0.0	
	Annual Cost using all Battery Powered Small All Terrain			\$0.0	
	Annual Cost using all Organic Pest Control Products			\$5,000.0	
	Annual Cost using all Organic Fertilization Products			\$5,000.0	
	Sites 1-7 Totals				
	Battery/Organics Additional Cost			\$10,000.0	
	Grand Total			\$182,198.4	\$16,771.3

Both RFP's No. 2024-02 Village Landscape Maintenance and Beautification Services and No. 2024-03 BHCA Landscape Maintenance and Beautification Services, requested pricing for the use of battery powered equipment and Organic based Pest Control and Fertilization, with pricing identifying the additional cost if these items are provided within the agreements. The Brightview proposals identified an additional cost totaling \$20,000 for the use of Organic based Pest Control and Fertilization and no additional cost for the use of battery powered equipment.

Brightview Landscape Services, Inc.-Overview:

The following information was provided within the submittals in response to the RFP 2024-02 and RFP 2024-03

- Village landscape services provider since 2010.
- Publicly traded company, in business since 1939, over 85 years.
- Dozens of locations across Florida with over 3,500 employees and a large equipment fleet to respond to emergency requests for services.
- Dedicated recruitment team involved with 30 Horticulture and Agriculture colleges throughout the United States and Puerto Rico.

- Current agreements over \$500,000
 - City of Miami Beach \$1,000,000.
 - Ocean Reef Community Association \$1,500,000.
 - City of Weston \$800,000.
 - City of Aventura \$2,500,000.
 - Harbor islands POA \$1,400,000.

Term:

The initial three (3) year term of the agreements may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

Price Adjustment:

In recognition that plants, fuel, labor and landscape material pricing fluctuates, beginning on October 1, 2027, and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, at an annual adjustment to the costs shall not exceed 5% (increase or decrease). This clause was inserted into the agreement to compensate the Contractor according to yearly price fluctuations and to ensure the Contractor does not engage in cost cutting measures in the attempt to keep up with inflation and ultimately reduce the effectiveness of their services provided under this agreement. Additionally, the initial 3-year term costs are fixed and not subject to adjustment until October 1, 2027.

Plant Materials:

This agreement establishes the cost of replacement and new plants and trees with a pre-agreed percentage to be charged by the Contractor for the site preparation, supply and installation above wholesale cost. The industry standard for this type of activity ranges from 100% to 200% above wholesale costs. The proposal submitted by Brightview, contains a 55% above wholesale cost multiplier which is substantially, below industry rates for this activity. Other types of landscape items such as mulch, sod, annual flowers, soils, fertilizer and irrigation parts which do not significantly fluctuate in their prices are now price set under this agreement.

In recognition of this established pricing, it is efficient for you to authorize as part of this Resolution, the expenditure of budgeted funds as yearly authorized during the budget process. This action will allow for the continuous management of the Village grounds and provide for the installation of new/replacement plants and other materials as needed using the pre-established pricing format contained within the agreement.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through the *Bal Harbour Experience*. The retention of an experienced vendor to provide Village-wide landscape maintenance & beautification services corresponds directly to the goals of Beautiful Environment, and Unique & Elegant in Bal Harbour Village. The transition from the use of gasoline powered to battery powered and equipment and the use of organic pest control and fertilizer products, specifically addresses the stated Goal of Resiliency & Sustainable Community.

CONCLUSION

Brightview Landscape Services Inc., (Brightview), has provided landscape maintenance and beautification services to the Village since 2010. The current agreements for landscape maintenance and beautification services are separated into the following two separate agreements: (1), Village controlled Facilities, Parks, Right of Ways and Bal Harbour Beach areas; (2), The common areas within the Gated Residential Community. These agreements were Council approved and executed in May 2015, with an initial three (3) year term and two (2) renewal options of three years (3), each.

With the expiration of the two agreements pending, a public solicitation was conducted from March 12, 2024, with a pre-submittal meeting and site visits conducted prior to the submittal deadline of April 19, 2024. Five proposals were submitted in accordance with the prescribed process detailed within the two Request for Proposals (RFP).

The constituted Evaluation Committee met to review the submittals and rank the submittals based on the RFP provided criteria. The committee unanimously ranked Brightview Landscape Services, Inc. as the number one most responsive and responsible proposer.

If this Resolution is approved, the BHCA property manager will provide the daily oversight for the landscape agreement pertaining to the specified services for the common areas within residential gated community. The Village will manage the new agreement for the Village controlled locations with the selected vendor and continue to act as the fiscal Agent for both agreements.

I have reviewed the submittals provided by Brightview and the Evaluation Committee recommended rankings. Therefore, I have determined that it is in the best interest to recommend the selection of Brightview Landscape Services, Inc. as the number one ranked most responsive, responsible proposer to provide the envisioned services as detailed within the two RFP's, 2024-02 and 2024-03.

Attachments:

1. Brightview Landscape Services, Inc. Proposal RFP 2024-02
2. Brightview Landscape Services, Inc. Proposal RFP BHCA 2024-03

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF VILLAGE WIDE LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES; APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND BRIGHTVIEW LANDSCAPE SERVICES INC., FOR THE PROVISION OF LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES WITHIN THE GATED RESIDENTIAL COMMUNITY; AT ESTABLISHED RATES, IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR ALL MATERIALS AND RELATED SERVICES AS DEFINED WITHIN THE AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2024, the Village issued Request for Proposals No. 2024-02 and 2024-03 (the "RFP"), soliciting proposals for the provision of landscape maintenance and beautification services at Village controlled locations and at Bal Harbour Civic Association ("BHCA") common areas; and

WHEREAS, the Village Clerk received five complete proposals in response to the two solicitations; and

WHEREAS, the Village's evaluation committee identified Brightview Landscape Services, Inc., ("Brightview") as the most responsive, responsible proposer and recommended that the Village enter into agreements with Brightview for the provision of landscape maintenance and beautification services at Village controlled locations and at BHCA common areas; and

WHEREAS, the Village Council determined that it is in the best interest of the Village to bifurcate the landscape maintenance services and enter into two agreements with Brightview; one for the gated residential section of the Village and the other for the non-gated areas of the Village; and

WHEREAS, the proposals each provided line item pricing for the various requested services; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to authorize the expenditure of funds for these landscape and beautification services with associated plant and material installation and service activities.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Agreements Approved. (1) That the Agreement with Brightview Landscape Services, Inc., for the services as detailed in their RFP 2024-02 Proposal for the landscape maintenance and beautification services at Village controlled locations, at a yearly cost not to exceed annual budget allocations for this work, in substantially the form attached hereto as Exhibit "A", is hereby approved.

(2) That the Agreement with Brightview Landscape Services, Inc., for the services as detailed in their RFP 2024-03 Proposal for the landscape maintenance and beautification services at BHCA commons areas, at a yearly cost not to exceed annual budget allocations for this work, in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute both agreements on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure of funds for the envisioned services at Village controlled locations and the BHCA common areas is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

A BRIGHTER FUTURE BEGINS HERE...



BAL HARBOUR VILLAGE

RFP NO.2024-02 - LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES

Presented by Craig Offutt on 4-12-2024

954 240 3746

Craig.Offutt1@brightview.com

Principal in charge is Vanessa Quinonez

954 431 1111 | 305 785 7942

Vanessa.Quinonez@brightview.com

TABLE OF CONTENTS

- Introduction Letter
- Minimum Qualifications
- Proposers Experience
- Principals in Charge Experience
- Project Managers Experience
- Questionnaire
- Curriculum Vitae
- Client References
- Client Performance Evaluation Survey
- Pricing
- Additional Forms
- Availability of Resources
- Proposed Approach
- Recent, Current and Projected Workloads of Proposer
- Quality References
- Supplemental Information

INTRODUCTION LETTER

Dear Bal Harbour Village

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal and continue professionally managing the landscape maintenance responsibilities for the Village. We have enjoyed and appreciate the time you have taken to get to know our team and our operation over the years.

We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit The Villages specific needs.


We have examined every aspect of this RFP and considered all resources we feel will be required to meet your needs and to exceed your expectations. These are the key areas we have dedicated our time towards based off the weighted criteria you have provided:

1. Experience of the Proposer	15 Points
2. Experience of the professionals involved	15 Points
3. Availability of Resources	15 Points
4. Proposed approach towards delivery of services	5 Points
5. Recent, Current, and projected workload of proposer	5 Points
6. Quality of References	15 Points
7. Price	30 Points

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maintain your investment, support your needs, and provide a welcoming environment for everyone - employees and visitors.

Bal Harbour Village is an exceptional community, and it is understood that the quality of our services and the thoroughness of our operational plan are integral to ensuring that the Village keeps this standard of excellence. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution to continue our services for years to come.

Sincerely,


Charles Gonzalez
VP, GM

MINIMUM QUALIFICATIONS

Proposers must be able to demonstrate an exemplary record of performance the past five years, and have sufficient financial capacity equipment, and organization to ensure that they can satisfactorily provide the Services if awarded an Agreement under the terms and conditions of this solicitation. The terms "equipment and organization", as used herein, shall, be construed to mean a fully equipped and well-established company in line with the best business practices in the industry, and as determined by the VILLAGE. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFP.

See Following Slides...

QUALIFICATION OF FIRM

SERVICES

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

OFFICES

Miami

- 4155 E Mowry Drive
- Homestead FL. 33033

Dania Beach

- 2711 SW 36th Street
- Dania Beach, FL. 33312

Pembroke Pines

- 6941 SW 196th Avenue
- Ste 30
- Pembroke Pines FL. 33332

Sunrise

- 440 Sawgrass Corporate Parkway
- Ste 102
- Sunrise, FL. 33325

EMPLOYEES

Miami

- 270 Gardeners
- 22 Supervisors
- 20 Certified Technicians

Dania Beach

- 200 Gardeners
- 17 Supervisors
- 8 Certified Technicians

Pembroke Pines

- 150 Gardeners
- 10 Supervisors
- 4 Certified Technicians

Sunrise

- 180 Gardeners
- 9 Supervisors
- 5 Certified Technicians

FACTS

Years in Business

- Since 1939
- Over 85 years

Florida Corporation

- BrightView Landscape Services, Inc.
- FEIN #: 95-419223

Insurance

- Aon Risk Services
- General Commercial
- Auto & Workmans Comp

Bonding Ability

- Aon Risk Services
- Excess of \$200 Million
- \$25 million for single project

FINANCIAL CAPACITY

Stock Quote

NYSE: BV

Price	\$11.61	Change	-0.25
Volume	984,228	% Change	-2.11%
Intraday High	\$11.93	52 Week High	\$12.35
Intraday Low	\$11.48	52 Week Low	\$5.16
Today's Open	\$11.88	Previous Close	\$11.86

April 9, 2024 4:00 PM

Pricing delayed by 20 minutes

<https://investor.brightview.com/Stock-Information/Stock-Price--Performance/default.aspx>

FY2024 Free
Cash Flow
Range*:
\$45M to \$75M

*FY24 Financial Guidance as of
February 2024 Earnings Call

ELECTRIC EQUIPMENT | NOISE ORDINANCE

Electrifying our vehicles and equipment
BrightView began introducing hybrid vehicles to our fleet 10 years ago and we intend to expand those efforts by deploying over 500 electric vehicles over the coming twelve to 24 months. **By 2027, we expect to convert 100 percent of our management vehicle fleet and approximately 30 percent of our total fleet to electric or hybrid.** BrightView was the first commercial landscaping company to adopt electric mowers on a broad scale.

- Piloting our own company-designed telematics platform that monitors vehicle location, maintenance, and idle time, helping to maximize fleet efficiency and minimize emissions.
- Monitoring and analyzing fuel consumption and driver behavior through a fuel dashboard.
- Converting our gas and 2-cycle landscaping equipment to sustainable electric power.

Additionally, we are already providing The Village with most of the necessary Electric equipment required for maintenance services. This Includes:

- Large Electric Mowers – 60” +
 - Small Electric Mowers – 36”
 - Blowers
 - Hedge Trimmers
 - Utility Carts
 - Management Vehicles, etc .
- We are planning on adding soon additional electrical equipment at no additional cost to the village.



ELECTRIC EQUIPMENT



ELECTRIC EQUIPMENT



EQUIPMENT



EQUIPMENT ASSET LISTING

307066	312615952	52	Exmark	2019	307083	A3G13936	Skid Steer T770	Bobcat	2018	307722	1GCRCEPC9FZ431130	Silverado	Chevrolet	2020
307067	XP107678	XP660 Altoz	Other	2017	307084	AG0325293962181	Golf cart	Ez-Go	2021	325462	JALC4J168G7K01333	NPR XD	Isuzu	2019
307068	404821672	60	Exmark	2019	307085	1GD412CG9CF102221	3500 Sierra	Chevrolet	2021	325555	1TC648RACGT040142	48" QuickTrak Mower	John Deere	2021
307069	316610776	60	Exmark	2022	307086	307086	16' Flat Bed Trailer	Other	2018	325556	1TC648RAVGT040117	48" QuickTrak Mower	John Deere	2021
307070	315641126	52	Exmark	2022	307088	THP20KAE523	60	Exmark	2021	325558	1TC648RACGT040116	48" QuickTrak Mower	John Deere	2022
307071	307071	Sod cutter	Bluebird	2017	307089	1S9E01621G1303868	16' Open Trailer	Sun Coast	2018	327050	1FD0W4GYXGEB65127	F450 DUMP	Ford	2021
307072	255260	Z spray	Z Spray	2015	307090	J8DC4J16367000177	W5500	GMC	2016	327143	11130138	48" WB SK MOWER	Other	2022
307074	316628364	60	Exmark	2016	307091	312632260	60	Exmark	2019	328885	1FMCU0GD4HUC19456	ESCAPE SE	Ford	2023
307075	314643429	60	Exmark	2022	307092	312624826	60	Exmark	2022	331300	5F11S1017J1000942	15 Light Arrow Trailer	Wanco	2023
307078	1UR2080H9K10	Track Loader CTX100	Vermeer	2017	307094	1S9E01624G1303850	16' Open Trailer	Sun Coast	2019	331816	5GLBE142XJC000317	Enclosed Trailer	Express	2021
307081	ZS5260201681	Z spray	Z Spray	2018	307095	5PVND8JP572S50109	Dump Truck - Hino	Other	2020	332082	402865439	42" Mower	Exmark	2022
										338943	55682	Kubota RTV500-H	Kubota	2021

QUALIFICATION OF STAFF

LICENCES

Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

Irrigation

- Florida Certified Plumbers
- Irrigation Association Member
- Smart Water Irrigation

Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

QUALIFICATIONS

Best Management

- Florida Friendly Landscaping
- Train the Trainer

Emergency Response

- Certified First Responder
- Competent in Training

Storm Water

- Emergency Recovery
- Certified Assessor

Safety

- State Rules and Regulations
- Fall Protection

CERTIFICATIONS

FDOT

- Setup Certified
- Competent Trainer

CPR

- First Aid
- Instructor

OSHA

- Hi Lift Certified
- Osha – 10 card

Horticulturalist

- FNGLA Certified Technicians

DEGREES

Agronomy

- BA | As
- Florida, Penn State

Horticulture

- BA | As
- Florida, Penn State

Business

- BA | As
- FAU | Florida State

Plant Science

- BA | As
- Florida | Rutgers | Penn State

RECRUITING AND STAFF AVAILABILITY

With dozens of locations across Florida and more than 3500 employees in the state, we can dispatch labor, equipment and materials faster than other landscape service provider.

Recruitment; Currently BrightView has a dedicated recruiting Team involve in 30 Horticulture and Agriculture Colleges throughout the United States and Puerto Rico. Some of these schools include University of Florida, Ohio State, Auburn, Penn State, Mississippi State and the University of Puerto Rico. Our internship and success retaining these individuals is unparallel in the Industry. BrightView also sponsors Scholarships and Industry training through recognized and accredited Landscape Associations.

✓ Value Delivery:

BrightView takes a practical, customer-focused approach to delivering landscape services. We pride ourselves on:

- ***Delivering on our promises.*** Satisfying customers is at the core of everything BrightView does. BrightView is fanatic about measuring and improving the way it creates and delivers upon client expectations.
- ***Personal service based upon specific client needs.*** BrightView trains, empowers, and provides incentives to local managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.
- ***Treating our customers' dollars as if they were our own.*** BrightView leverages its scale and expertise to drive down labor and material expenses and passes those savings through to its customers.
- ***Anticipating and resolving problems before they arise.*** With 70+ years in the landscape industry, a highly tenured workforce, and the best training in the business, BrightView prides itself on bringing the right expertise to bear on landscape problems and resolving problems right the first time.

BrightView has an unrivalled reputation in the private and public sector working successfully with owners, builders, developers and property managers to reshape the national landscape.

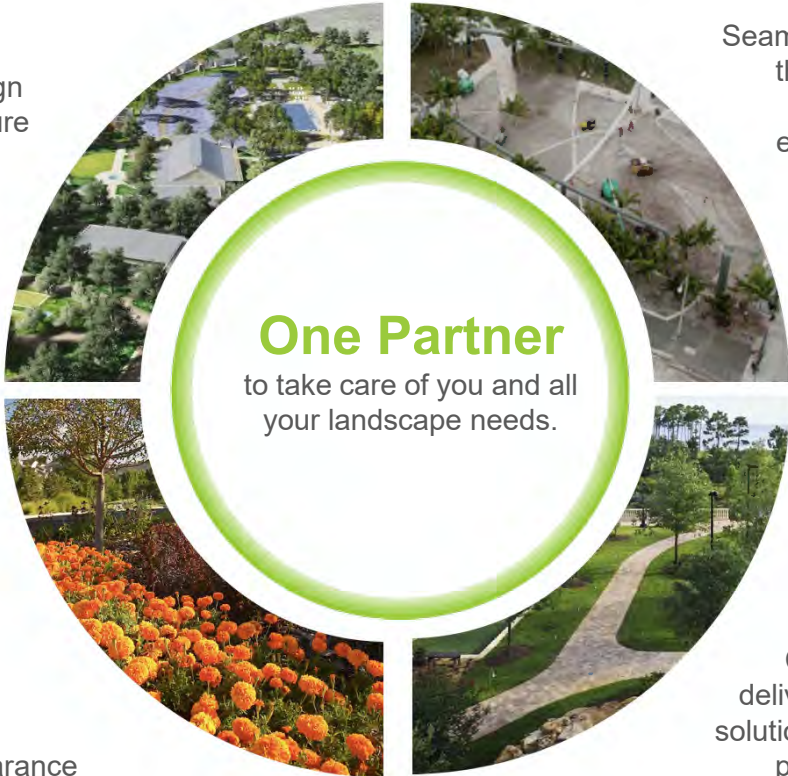
- ✓ Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.



PROPOSER'S EXPERIENCE

Design

Forward-thinking, constructible design that considers future operating costs



One Partner
to take care of you and all your landscape needs.

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

LOCAL MUNICIPALITIES



CURRENT AND PRIOR EXPERIENCE

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

Project Name: Right of ways, Medians, Facilities & Parks landscape Maintenance

Owner: City of Miramar

Contract Amount: \$250,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Boardwalks, Medians & Bumpouts

Owner: City of Miami Beach

Contract Amount: \$1,000,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas

Owner: Ocean Reef Community Association

Contract Amount: \$1,500,000 (+)

Percentage complete: 70%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: City of Weston

Contract Amount: \$800,000 (+)

Percentage complete: 40%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of ROW's, Biscayne Blvd, Parks, Sports Turf

Owner: City of Aventura

Contract Amount: \$1,000,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the Town

Owner: Town of Surfside

Contract Amount: \$400,000 (+)

Percentage complete: 90%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: Town of Miami Lakes

Contract Amount: \$400,000 (+)

Percentage complete: 60%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the POA

Owner: Harbor Islands POA

Contract Amount: \$1,400,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of ROW's, Biscayne Blvd, Parks, Sports Turf

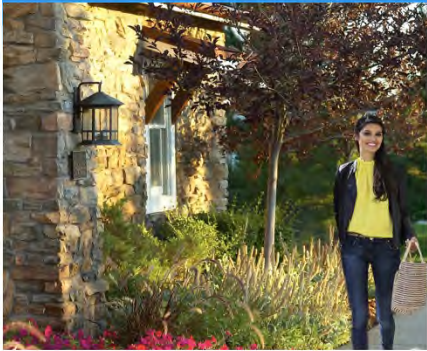
Owner: City of Aventura

Contract Amount: \$1,500,000 (+)

Percentage complete: 35%

Percentage of subcontracted work: 0%

PROPOSERS EXPERIENCE



Approximately

10,000

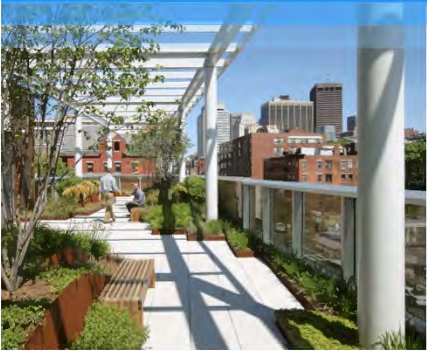
residential communities nationwide



Nearly

14,000

office buildings, corporate campuses and industrial facilities



60% of the top 25 health systems

40% of the top 25 skilled nursing facilities

1,300 recovery centers nationwide

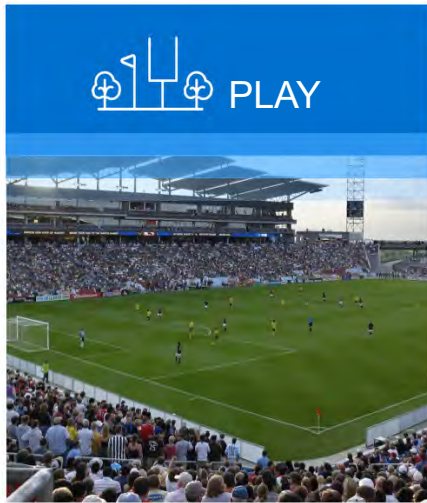


Approximately

10,000

residential communities nationwide

PROPOSERS EXPERIENCE



Approximately

2,400

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall



Nearly

4,000

shopping environments nationwide



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

PRINCIPAL IN CHARGE EXPERIENCE

Contact: Branch Manager Vanessa Quinonez. Vanessa currently manages landscape maintenance business throughout the Miami area. Vanessa has been involved in maintenance, agronomics and irrigation services within her responsibilities. Mrs. Quinonez has 12 years experience in the industry and is a graduate of horticulture from the University of Florida.

Key Responsibilities: Vanessa will ensure Jay and his team are performing to community expectations. With regular walks of the site, she will assist in the quality site assessments that make your landscape site thrive.



Everything we do to service our clients is handled with our local, dedicated service teams. Our team members live and work in the same communities that they are providing landscaping services to.

Vanessa Quinonez

Branch Manager

355



Page 19

PRINCIPAL'S RESUME

Vanessa Raquel Quiñonez

12241 SW 16 Terrace Miami, FL 33175 unit K105 Tel: 305) 333-9928
E-mail: Vanequinonez@gmail.com

EDUCATION

2011-2013 University of Florida, Bachelor of Science Gainesville, FL

- Bachelor of Science: Agricultural Operations Management focus in Horticultural Production
- Minors: Business Administration & Horticultural Sciences
- MINORS: BUSINESS ADMINISTRATION & HORTICULTURAL SCIENCES

WORK EXPERIENCE

2013-2015 Brickman Group Miami, FL

Operations Manager

- Hiring and onboarding production workers
- Training and coaching employees to work safely, effectively, efficiently.
- Educating employees on the high quality standards and practices that Brickman expects.
- Scheduling crew activities such as mowing, detailing, planting, irrigation, fertilization & chemical applications.
- Inspect sites to assure that it is a safe and hazard free work environment
- Training employees on Best Management Practices in the landscape industry.
- Responsible for maintaining site quality in accordance with Brickman standards
- Controlling financial resources in order to assure that all production is carried out at the targeted margin.
- Insect and Disease prevention and treatment.
- Provide necessary tools and materials to crews in order to have optimum reliability.

2015-2021 Brighview Landscaping
Account Manager

Miami, FL

- Developed, maintained relationships and was the main point of contact for customers in the municipalities of Bay Harbour Islands and Village of Bal Harbour.
- Perform daily site inspections with production manager to assure all sites serviced were according to quality standards and contract specifications.
- Met with production manager daily to ensure services were to be completed each cycle.
- Schedule all landscaping services for both municipalities including but not limited to | mowing, trimming, spraying, irrigation, tree trimming, pressure washing, enhancements etc.
- Identified landscaping deficiencies and hazards to provide clients with proposals for additional work.
- Tended to any requests or needs the client had in a timely manner.
- Ensured that all work being performed was in a safe manner to employees and the general public.
- Generated daily reports of services performed in sites.
- Generated bi-weekly DOT reports.
- Performed monthly palm, and tree inspections and provided reports to the cities on recommendations, lab results and state of all palms within city boundaries.
- Design Landscaping plans for the areas desired.
- Sourced the material for all work performed to assure quality standards were met.

2021-Current Brighview Landscaping
Branch Manager

Miami, FL

- Support account managers in eastern dade county.
- All financial and operational responsibilities in eastern dade county. Design Landscaping plans for the areas desired.

SKILLS/CERTIFICATIONS

- Computer – Microsoft Office, Landscape Pro, Arc Geographic Information Systems.
- Languages –Fluent in both English and Spanish.
- ISA Certified Arborist
- Best Management Practices in Green Industries Certification
- Private Applicator Pesticide License FL
- MOT/ DOT Certified

PROJECT MANAGERS EXPERIENCE

Manager Contact: Senior Account Manager, Jay Benavides currently manages landscape maintenance business for Village of Bal Harbour. Jay has been involved in maintenance, agronomics and irrigation services within his responsibilities. Mr. Benavides has 23 years experience in the industry and is a graduate of horticulture from Dade College. Jay is an ISA Certified Arborist for the past 14 years. He is also a certified Pest Control Operator in 4 categories for over 25 years. He has been certified for over 9 years as Green Industries Best Management Practices (BMP). Jay also is FDOT Certified.

Key Responsibilities: Jay will ensure Selma and her team are performing to community expectations. With regular walks of the site, he will assist in the quality site assessments that make your landscape site thrive.



PROJECT MANAGERS EXPERIENCE

JEHIEL BENAVIDES

2246 NW 159 Lane
• Pembroke Pines, FL 33028 •

To show a summary of job experience and qualifications in topics related to **Business Management**.
A solid record of over 27 years' experience in Business Management responsible for no less than 50 employees at a time.

Employment History

SECRETARY OF THE CORPORATION
GENERAL MANAGER YEARS EMPLOYED (EX: 1994 - 2000)
Uniton Services, Inc. Miami Lakes, Florida

Responsible for all company's operations in relation to Pest Control activities. Responsible for training, education, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, chemical storage and safety. Company spokesman and representative for many years.
Promoted to Senior Technician in 1996. Promoted to General Field Manager in 1997. Promoted to C.P.C.O in Charge in 1998. Promoted to secretary of the corporation and personal advisor to company's President in 1999.

COMMERCIAL DIVISION AREA MANAGER YEARS EMPLOYED (EX: 2000 - 2008)
Truly Nolen of America, Inc. Pompano Beach, Florida

Responsible for all company's operations in the Tri-County area of Florida. Responsible for training, education, sales, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, chemical storage and safety.
Had the pleasure of successfully running 3 different branches for the company. Received many awards through out the years and received the top honor of Manager AND Branch of the year for 2007.

DIRECTOR OF OPERATIONS / C/PCO IN CHARGE / ISA CERTIFIED ARBORIST
YEARS EMPLOYED (EX: 2008 - 2019)
Sunny Greens Landscapers, Corp. Miami, Florida

In Charge and responsible for all company operations. For the first 7 years: Responsible for accounts receivables, accounts payables, all accounting matters, acquisition and retention of clients and all other office related matters. For the last year: Responsible for all company's field operations in relation to Pest Control, Arboriculture and Landscape maintenance activities. Responsible for training, education, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, equipment upkeep / control; and chemical storage and safety.

SENIOR ACCOUNT MANAGER / CERTIFIED PEST CONTROL OPERATOR/ ISA CERTIFIED ARBORIST
YEARS EMPLOYED (EX: 2019 - PRESENT)
Brightview Landscape Services, Inc. Medley, Florida

In charge of all maintenance service operations of the Village of Bal Harbour areas. Included but not limited: basic landscape maintenance, schedules, employee performance, quality control, landscape improvements, irrigation system performance, Agronomics, etc.

Education

HIGH SCHOOL DIPLOMA YEARS ATTENDED (EX: 1989 - 91)
Hialeah High School Hialeah, Florida
Graduated with Honors. Was placed in the top five percent of all students in Dade County, Florida
3 YEAR COLLEGE DEGREE YEARS ATTENDED (EX: 1991 - 94)
Miami Dade Community College Miami, Florida

Skills

- Over twenty-eight years of experience on the management field.
- Experience on commercial accounting and budget control (P&L); as well as future projections.
- Extensive computer skills such as the handling of different professional suites such as: Lotus, Corel, Microsoft, etc. as well as operating systems such as QuickBooks, Pest Pac, etc.
- Broad knowledge of business relations and communication.
- Extensive vocabulary in both English and Spanish.
- Broad knowledge of Human Resources and Office related subjects.
- Experience in RFQ and RFP's document preparation.
- Many years of experience in customer relations.
- Extensive field experience in handling sensitive accounts.
- Prepared in the development and establishment of new markets.
- Prepared and trained as an oral speaker. Well capable of doing any oral presentation or other public speaking matters.
- Familiar with LAN functions and parameters.
- Extensive knowledge on preparation and implementation of employee training programs.
- Broad knowledge of scheduling and routing of accounts of all types.
- Typing skills in both English and Spanish at over 60 words per minute.
- Many Internet skills including web design and HTML programming.
- Many secretarial skills such as filing, record keeping, data entry, etc.
- Well educated on the importance of following superior's instructions as well as company's policies.
- Responsible for "on-the-field" testing of new products and techniques.
- Certified with high scores in three different categories of Pest Control by DACS, such being: General Household, Lawn and Ornamental and Wood Destroying Organisms.
- Broad knowledge of Entomology, Horticulture and other subjects related to insect and rodent control, their biology and behavior.
- International School of Arboriculture (ISA) Certified Arborist.
- Extensive knowledge of different IPM techniques for successful programs.

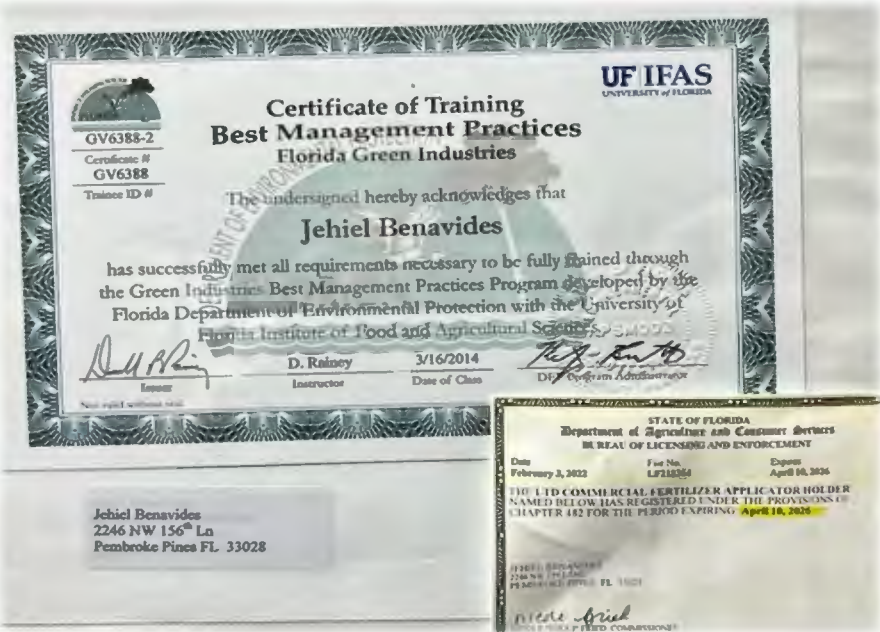
Accreditations

Certified Pest Control Operator (3 categories) - License # 9193.
ISA Certified Arborist - License # FL-0020-A
GI BMP Certified
FDOT Certified

Documents

358 All documents, including originals when necessary, and proof of all claims within this resume are available upon request.

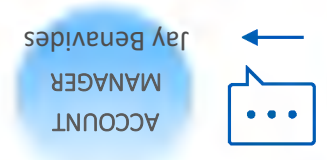
LICENSES – PROJECT MANAGER



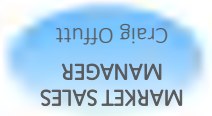
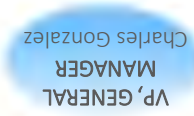
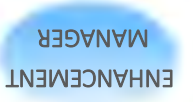
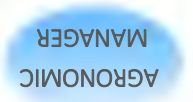
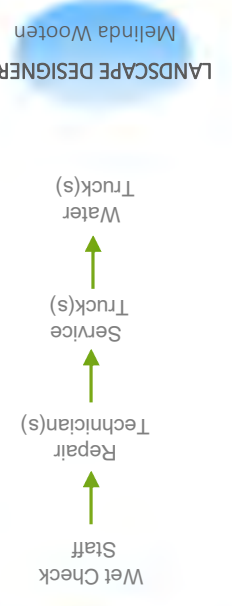
QUESTIONNAIRE

1. Number of years of relevant experience. **85 + Years**
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services. **Enclosed within**
3. Provide an organizational chart for the Proposer firm. **Enclosed within**
4. Describe Proposer's qualifications and experience in the provision of street **sweeper services**. **Enclosed within – Landscape Maintenance services**
5. Have any agreements held by Proposer for a project ever been canceled or terminated? **None locally**
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years? **No**
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? **No**
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation? **No**
9. Is the Proposer a party to any pending litigation? **None Locally**
10. Has the Proposer been a party to any lawsuit filed within the last 10 years? **Yes**
11. Please list any person involved in this Proposal that is not listed above. **N/A**
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation. **None**
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities? **No**

BV SERVICE TEAM | ORG CHART



362



CURRICULUM VITAE

Enclosed details within

BrightView provides high-quality landscape services with an unwavering commitment to client service. As the nation's leading commercial landscaping services company, BrightView's 23,500 team members provide services ranging from landscape maintenance and enhancements to tree care and landscape development for thousands of client properties, including corporate and commercial properties, homeowners' associations, public parks, hotels and resorts, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses. BrightView landscapes positively impact millions of lives every day.



CLIENT REFERENCES



March 9, 2024

Re. Professional Recommendation for Brightview Landscaping

To whom it may concern:

Through Brightview's dedication, their work meets and often exceeds the standards of excellence demanded by a community such as Ocean Reef. They are very responsive and pay attention to details of their operation while ensuring that their employees meet the highest levels of safety standards. Moreover, they are alert to potential hot spots that pose security risks for the community, such as blind spots, overgrown tree limbs, and even terrain along the walk paths that serve as trip hazards for the community. From the initial planning stages to the final execution, their team consistently demonstrates a deep understanding of landscape design principles, environmental considerations, and client preferences. Their attention to detail ensures that each project is tailored to our unique needs and vision, resulting in stunning outdoor spaces that enhance aesthetic appeal and functionality.

One of Brightview's most impressive qualities is its ability to integrate creativity with practicality seamlessly. Whether designing a tranquil garden oasis, creating a sustainable landscape solution, or maintaining pristine outdoor environments, Brightview approaches each task with creativity, innovation, and a keen eye for detail. Their passion for their craft shines through the meticulous care they devote to every project, regardless of scale or complexity.

Brightview's team of skilled professionals is dedicated and punctual, as well as highly reliable and trustworthy. They play a crucial role for the Ocean Reef Community Association during storm events, where their initial push to clear debris and damaged landscaping is always prompt and efficient. Their reliability and trustworthiness are unmatched, making them a secure choice for any landscaping project. Working with Brightview is not just a partnership; it's a seamless collaboration built on trust, transparency, and mutual respect.

In summary, I recommend Brightview Landscaping as a trusted partner for any landscaping endeavor. Their unparalleled expertise, creativity, and commitment to client satisfaction make them an invaluable asset to any project. I am confident that they will continue to exceed expectations and set the standard for excellence in the landscaping industry.

Please get in touch with me at artime@orcareef.com if you require any further information or clarification regarding my recommendation.

Sincerely,

Ariel Artime, Vice President
Director Public Safety and Operations
Ocean Reef Community Association

OCEAN REEF COMMUNITY ASSOCIATION

24 Dockside Lane, #505 • Key Largo, Florida 33037 • 305.367.3067 • Fax 305.367.4246 • orca@orcareef.com

CLIENT REFERENCES

Angel Blanco, CGC
Public Works Superintendent
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33128
Ablanco@keybiscayne.fl.gov
305-365-1243
March 27, 2024

To Whom It May Concern,

I am writing this letter to express my sincere appreciation and commendation for the outstanding performance of BrightView Landscaping Company and their dedicated staff. As a Superintendent of Public Works at the Village of Key Biscayne, I have had the pleasure of collaborating with BrightView on multiple projects, and each experience has been nothing short of exceptional.

BrightView Landscaping Company has consistently demonstrated a level of professionalism, expertise, and attention to detail that is truly commendable. From the initial consultation to the final implementation of landscaping projects, their team exhibits a commitment to excellence that is evident in every aspect of their work.

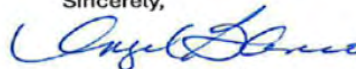
One of the most impressive qualities of BrightView is their team of skilled professionals. From their Account Manager Dr. Vincent Carignan, Field Supervisor Luis Santiago, to the maintenance crews and project managers, every member of the BrightView team exemplifies a high level of competence and dedication. They possess a deep understanding of landscaping principles and techniques, allowing them to deliver innovative solutions tailored to each client's unique needs and preferences.

In addition to their technical proficiency, the staff at BrightView consistently go above and beyond to ensure client satisfaction, and responsiveness to Village requests and its residents. They communicate effectively, provide regular updates on project progress, and are always willing to address any concerns or questions that may arise. Their commitment to delivering exceptional customer service sets them apart in the industry and makes them a pleasure to work with.

Furthermore, BrightView Landscaping Company operates with a strong emphasis on sustainability and environmental stewardship. They incorporate eco-friendly practices and materials into their projects whenever possible, demonstrating a genuine commitment to creating beautiful landscapes that are also environmentally responsible.

In conclusion, I wholeheartedly recommend BrightView Landscaping Company and their staff for any landscaping project, large or small. Their professionalism, expertise, and dedication to customer satisfaction make them a valuable partner for any organization. I look forward to continuing to collaborate with BrightView on future projects and am confident that they will continue to exceed expectations.

Sincerely,



Angel Blanco, CGC

Public Works Superintendent
Village of Key Biscayne

CLIENT PERFORMANCE EVALUATION SURVEY

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: BrightView Landscape Services

Point of Contact: Carlos Sanchez

Phone and email: 305-213-2892

Nature of services provided: Landscape maintenance and new project installations

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10
2	Accessibility of firm's staff and principals	10
3	Ability to ensure the project is completed on-time and within budget	10
4	Responsiveness	10+
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10+
9	Overall customer satisfaction	10+

Overall Comments: Please see attached recommendation letter.

Company providing Referral: Village of Key Biscayne

Contact Name: Angel Blanco, 666 PW Superintendent

Contact Phone and e-mail: Abianco@KeyBiscayne.FL.gov

Date of Services: 10/1/23 3yr contract +1+1

Dollar Amount for Services: \$1,231,407.27

CLIENT PERFORMANCE EVALUATION SURVEY

PERFORMANCE EVALUATION SURVEY VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: Brightview Landscapes

Point of Contact: Luke Facarrazzo

Phone and email: 954-441-1111

Nature of services provided: Landscaping, sports fields, parks and recreation, pressure washing.

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10
2	Accessibility of firm's staff and principals	10
3	Ability to ensure the project is completed on-time and within budget	10
4	Responsiveness	10
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10
9	Overall customer satisfaction	10

Overall Comments:

*Very Responsive to Emergencies/activities during
weekend or after hours. Never had any issues.*

Company providing Referral: City of Aventura

Contact Name: Alan Levine Director of Public Works

Contact Phone and e-mail: Levinea@cityofaventura.com 305-218-6844

Date of Services: 1995- Current

Dollar Amount for Services: \$1.5 million +

367

CLIENT PERFORMANCE EVALUATION SURVEY



City Commission

Larisa Svechin
Mayor

Alex Lama
Vice Mayor

Jerry Joseph
Commissioner

Fabiola Stuyvesant
Commissioner

Jeniffer Viscarra
Commissioner

Stan Morris
City Manager

Mauricio Betancur
City Clerk, CMC

April 5, 2024

To Whom It May Concern,

I highly recommend BrightView Landscaping Services, for their outstanding landscaping maintenance services. Throughout our partnership, they have shown unparalleled service, professionalism, and a commitment to excellence. Their team delivers high-quality, customized services aligning with our values and enhancing our working environment.

BrightView Landscaping Services responsiveness, flexibility and open communication have been crucial in maintaining our facilities and right-of-way operations smoothly. Their dedication to customer satisfaction distinguishes them in the industry.

I confidently endorse BrightView Landscaping Services to organizations seeking reliable landscaping services.

Sincerely

A handwritten signature in black ink, appearing to read "Fabricio Volpi".

Fabricio Volpi, Public Works Director

CLIENT PERFORMANCE EVALUATION SURVEY



CJ Rivera
Director of Facilities
786 538 1877

5300 ISLAND BOULEVARD AVENTURA, FLORIDA 33160
[REDACTED]

TO: Village of Bal Harbour

RE: Letter of Recommendation for BrightView

I, CJ Rivera, Director of Facilities at Williams Island; have worked with BrightView Landscape Services, Inc for five years now. Throughout this tenure, Williams Island has received an outstanding service. Our Account Manager has always been pro-active and aware of all our needs. His staff on the island always takes extra care of our grounds. I receive multiple compliments from our residents on the outstanding work that BrightView performs. Anytime we make special requests, they make time to accommodate and ensure these needs are met in a timely manner.

Moreover, during the hurricanes we have encountered, BrightView has assigned an on-property manager to stay throughout the storm for immediate response. This staff person, begins the cleanup and assess damages, devises the most effective strategy for cleanup, and reports his findings back to the my staff within hours. Following, the crew will come in with the required trucks and equipment to restore the property's landscaping.

I have the utmost confidence in giving my recommendation to any community or municipality that is looking to hire BrightView Landscape Services, Inc. as their service provider.

Sincerely,

ADDITIONAL FORMS

FORM 1 QUESTIONNAIRE

Firm Name: Brightview Landscape Services, Inc.

Firm Address: 2711 SW 36th Street Dania Beach Fl. 33312

Firm Contact Information: Vanessa Quinonez | 305 785 7942 | Vanessa.Quinonez@brightview.com

Firm Representative (name and title): Vanessa Quinonez | Branch Manager

Representative Contact Information: 305 785 7942 | Vanessa.Quinonez@brightview.com

Firm Type (circle one): Individual Partnership **Corporation**

If Corporation:

Date and Place of Incorporation: Florida | 12-15-1988

If Foreign Corporation: N/A

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President: _____

Vice President: _____

Treasurer: _____

Board of Directors: _____

If Partnership: N/A

Date and Place of Organization _____

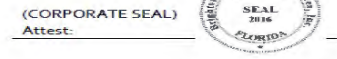
Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

<p>WITNESS:</p> <p><u>Charles Gonzalez</u></p> <p>Signature _____</p> <p>Charles Gonzalez</p> <p>Print Name _____</p>	<p><i>IF INDIVIDUAL</i></p> <p>Signature _____</p> <p>Print Name _____</p>
<p>WITNESS:</p> <p><u>Craig Offutt</u></p> <p>Signature _____</p> <p>Craig Offutt</p> <p>Print Name _____</p>	<p><i>IF PARTNERSHIP:</i></p> <p>Print Name of Firm _____</p>
<p>WITNESS:</p> <p><u>Susan DeSantis</u></p> <p>Signature _____</p> <p>Susan DeSantis</p> <p>Print Name _____</p>	<p>Address _____</p> <p>By: _____</p> <p>General Partner</p> <p>Print Name _____</p> <p><i>IF CORPORATION:</i></p> <p><u>Brightview Landscape Services, Inc.</u></p> <p>Print Name of Firm _____</p> <p><u>2711 SW 36th Street Dania Beach Fl. 33312</u></p> <p>Address _____</p> <p>By: <u>Charles Gonzalez</u></p> <p>President _____</p> <p>Print Name _____</p>



ADDITIONAL FORMS

Survey's have been sent via email & enclosed

PERFORMANCE EVALUATION COVER LETTER AND SURVEY
Number of pages including this cover: 2
REQUEST FOR PROPOSALS NO. 2024-02
LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES

March 12, 2024

To:

Phone:

Fax:

E-mail:

Re: Performance Evaluation of _____

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2024-02, requesting proposals from qualified and experienced landscape maintenance and beautification service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide landscape maintenance and beautification services to the BHCA by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to John Oldenburg by email at joldenburg@balharbourfl.gov.

Thank you for your time and effort in this matter.

John Oldenburg, Director, Public Works and Beautification Department

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: _____

Point of Contact: _____

Phone and email: _____

Nature of services provided: _____

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to John Oldenburg by email at joldenburg@balharbourfl.gov.

ADDITIONAL FORMS

FORM 3 DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES NO

Brightview Landscape Services, Inc.

NAME OF BUSINESS: _____

SIGNATURE:  _____

ADDITIONAL FORMS

FORM 4
SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.
 by: Charles Gonzalez
(print individual's name and title)
 for: Brightview Landscape Services, Inc.
(print name of entity submitting sworn statement)
 whose business address is: 2711 SW 36th Street Dania Beach Fl. 33312
 and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws 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,

62

executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which 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 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 and convicted of a public entity crime after 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 after 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 after 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).

Signatures Next Page

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.

Charles Gonzalez
 Signature

Sworn to and subscribed before me this 10th day of April, 2024.

Personally known _____

OR
 Produced identification _____

 Type of identification

Notary Public, State of _____

My commission expires: _____

Printed, typed or stamped commissioned name of notary public

Yanjanie Ballesteros



ADDITIONAL FORMS | PRICING

Site	Component Svcs.	Annual Freq.	Cost per Service	Cost per Add'l'l Service	Annual Cost
1	Collins Ave ROW				
	Mowing	42	\$ 770.0	\$ 770.0	\$ 32,340.0
	Detailing	42	\$ 2,700.0	\$ 2,700.0	\$ 113,400.0
	Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
	All other Fertilization	3	\$ 2,421.0	\$ 2,421.0	\$ 7,263.0
	Pest Control		\$ 500.0	\$ 500.0	\$ -
	Wet Checks	24	\$ 1,788.0	\$ 1,788.0	\$ 42,912.0
	Palm Pruning	4	\$ 14,850.0	\$ 14,850.0	\$ 59,400.0
	Mulch Application	2	\$ 1,188.0	\$ 1,188.0	\$ 2,376.0
	Pressure Washing	4	\$ 6,290.0	\$ 6,290.0	\$ 25,160.0
	Litter Service	365	\$ 7.0	\$ 7.0	\$ 2,555.0
	Bus Shelters	365	\$ 55.0	\$ 55.0	\$ 20,075.0
	Dog Stations	365	\$ 20.0	\$ 20.0	\$ 7,300.0
	Site 1 Totals		\$ 31,589.0	\$ 31,589.0	\$ 315,781.0
2	96th Street ROW				
	Mowing	42	\$ 300.0	\$ 300.0	\$ 12,600.0
	Detailing	24	\$ 418.0	\$ 418.0	\$ 10,032.0
	Turf Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
	All other Fertilization	3	\$ 377.0	\$ 377.0	\$ 1,131.0
	Pest Control		\$ 100.0	\$ 100.0	\$ -
	Wet Checks	24	\$ 239.0	\$ 239.0	\$ 5,736.0
	Palm Pruning	4	\$ 2,406.0	\$ 2,406.0	\$ 9,624.0
	Mulch Application	2	\$ 239.0	\$ 239.0	\$ 478.0
	Pressure Washing	4	\$ 1,290.0	\$ 1,290.0	\$ 5,160.0
	Litter Service	365	\$ 3.0	\$ 3.0	\$ 1,095.0
	Bus Shelters	365	\$ 12.0	\$ 12.0	\$ 4,380.0
	Dog Stations	365	\$ 2.0	\$ 2.0	\$ 730.0
	Site 2 Totals		\$ 5,486.0	\$ 5,486.0	\$ 51,266.0

Site	Component Svcs.	Freq.	Cost per Service	Cost per Add'l'l Service	Annual Cost
3	Beach PL, Cut Walk & Adj. ROW				
	Mowing	42	\$ 100.0	\$ 100.0	\$ 4,200.0
	Detailing	24	\$ 737.0	\$ 737.0	\$ 17,688.0
	Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
	All other Fertilization	3	\$ 500.0	\$ 500.0	\$ 1,500.0
	Pest Control		\$ 200.0	\$ 200.0	\$ -
	Wet Checks	24	\$ 83.0	\$ 83.0	\$ 1,992.0
	Palm Pruning	4	\$ 1,320.0	\$ 1,320.0	\$ 5,280.0
	Tree Trimming	1	\$ 1,320.0	\$ 1,320.0	\$ 1,320.0
	Mulch Application	2	\$ 4,050.0	\$ 4,050.0	\$ 8,100.0
	Pressure Washing	4	\$ 4,000.0	\$ 4,000.0	\$ 4,000.0
	Litter Service	365	\$ 3.0	\$ 3.0	\$ 1,095.0
	Waste Receptacles	365	\$ 6.0	\$ 6.0	\$ 2,190.0
	Dog Stations	365	\$ 4.0	\$ 4.0	\$ 1,460.0
	Site 3 Totals		\$ 13,323.0	\$ 13,323.0	\$ 51,825.0
	Sub-Total Sites 1-3		\$ 50,398.0	\$ 50,398.0	\$ 418,872.0
4	Coastal Beach Area				
	Detailing	42	\$ 5,880.0	\$ 5,880.0	\$ 246,960.0
	Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
	All other Fertilization	3	\$ 2,698.0	\$ 2,698.0	\$ 8,094.0
	Pest Control		\$ 800.0	\$ 800.0	\$ -
	Wet Checks	24	\$ 715.0	\$ 715.0	\$ 17,160.0
	Palm Pruning	4	\$ 13,820.4	\$ 13,820.4	\$ 55,281.6
	Tree Trimming	1	\$ 1,760.0	\$ 1,760.0	\$ 1,760.0
	Pressure Washing-Jetty	4	\$ 2,000.0	\$ 2,000.0	\$ 2,000.0
	Litter Service	365	\$ 22.0	\$ 22.0	\$ 8,030.0
	Waste Receptacles	365	\$ 23.0	\$ 23.0	\$ 8,395.0
	Dog Stations	365	\$ 15.0	\$ 15.0	\$ 5,475.0
	Site 4 Totals		\$ 28,733.4	\$ 28,733.4	\$ 356,155.6

ADDITIONAL FORMS | PRICING

5	Village Hall				
	Mowing	42	\$ 271.0	\$ 271.0	\$ 11,382.0
	Detailing	24	\$ 500.0	\$ 500.0	\$ 12,000.0
	Turf Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
	All other Fertilization	3	\$ 370.0	\$ 370.0	\$ 1,110.0
	Pest Control		\$ 200.0	\$ 200.0	\$ -
	Wet Checks	24	\$ 122.0	\$ 122.0	\$ 2,928.0
	Palm Pruning	4	\$ 1,119.8	\$ 1,119.8	\$ 4,479.2
	Tree Trimming	1	\$ 660.0	\$ 660.0	\$ 660.0
	Mulch Application	2	\$ 2,505.0	\$ 2,505.0	\$ 5,010.0
	Pressure Washing	4	\$ 645.0	\$ 645.0	\$ 2,580.0
	Litter Service	365	\$ 2.0	\$ 2.0	\$ 730.0
	Site 5 Totals		\$ 6,494.8	\$ 6,494.8	\$ 41,179.2
6	Bal Harbor Waterfront Park				
	Mowing	42	\$ 100.0	\$ 100.0	\$ 4,200.0
	Detailing	24	\$ 737.0	\$ 737.0	\$ 17,688.0
	Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
	All other Fertilization	3	\$ 500.0	\$ 500.0	\$ 1,500.0
	Pest Control		\$ 200.0	\$ 200.0	\$ -
	Wet Checks	24	\$ 83.0	\$ 83.0	\$ 1,992.0
	Palm Pruning	4	\$ 1,320.0	\$ 1,320.0	\$ 5,280.0
	Tree Trimming	1	\$ 1,320.0	\$ 1,320.0	\$ 1,320.0
	Mulch Application	2	\$ 4,050.0	\$ 4,050.0	\$ 8,100.0
	Litter Services	365	\$ 8.4	\$ 8.4	\$ 3,066.0
	Pressure Washing	24	\$ 75.0	\$ 75.0	\$ 1,800.0
	Site 6 Totals		\$ 9,393.4	\$ 9,393.4	\$ 47,946.0

7	Public Works Operations Facility				
	Mowing	42	\$ 200.0	\$ 200.0	\$ 8,400.0
	Detailing	24	\$ 100.0	\$ 100.0	\$ 2,400.0
	Turf Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
	All other Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
	Pest Control		\$ 100.0	\$ 100.0	\$ -
	Wet Checks	24	\$ 40.0	\$ 40.0	\$ 960.0
	Tree Trimming	1	\$ 300.0	\$ 300.0	\$ 300.0
	Mulch Application	2	\$ 700.0	\$ 700.0	\$ 1,400.0
	Site 7 Totals		\$ 1,640.0	\$ 1,640.0	\$ 14,060.0
Site	Component Svcs.	Freq.	Cost per Service	Cost per Add'l Service	Annual Cost
	Sites 1-7 Totals		\$96,659.6	\$96,659.6	\$878,212.8
<p>The following pricing is requested to provide All Battery Powered Equipment and Organic Pest Control and Fertilization Products to be used in the provision of service at all sites. If there is an additional cost to provide these items, for all sites, the price differential is required to be identified below. If there is no cost increase, this area can remain blank.</p>					
Additional Annual Cost for the use of Battery Powered Tools/Equipment if Applicable					
Annual Cost using all Battery Powered Equipment				\$	-
Annual Cost using all Battery Powered Small All Terrain Vehicles /Carts				\$	-
Annual Cost using all Organic Pest Control Products				\$	7,000.0
Annual Cost using all Organic Fertilization Products				\$	3,000.0
				\$	-
	Sites 1-7 Totals			\$	878,212.8
	Battery/Organics Additional Cost			\$	10,000.0
	Grand Total			\$	888,212.8

ADDITIONAL FORMS | PRICING

Bal Harbour Village LANDSCAPE MAINTENANCE BEAUTIFICATION SERVICES

Bal Harbour Village REQUEST FOR PROPOSALS NO. 2024-02 LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES		
ADDITIONAL LABOR RATE WORKSHEET		
COMPANY NAME: BrightView Landscape Services, Inc		
Not to Exceed (NTE) Hourly Labor Rates (for Work other than specified herein, at the direction of the Village).		
Item #	Job Classification	Total Cost
1	Hourly rate per Horticulturist/Contractor Representative	Regular Time \$ 112.0
		Over-time \$ 178.0
2	Hourly rate per Laborer/Groundskeeper	Regular Time \$ 35.0
		Over-time \$ 52.5
3	Hourly rate per Irrigation Technician	Regular Time \$ 55.0
		Over-time \$ 82.5
4	Hourly rate per Large Equipment Operator	Regular Time \$ 55.0
		Over-time \$ 82.5
5	Hourly rate per Supervisor/Foreman	Regular Time \$ 55.0
		Over-time \$ 82.5
6	Hourly rate per Climber	Regular Time \$ 75.0
		Over-time \$ 112.5
7	Hourly rate per Certified Arborist	Regular Time \$ 125.0
		Over-time \$ 187.5
8	Hourly rate per Pressure Cleaning Technician	Regular Time \$ 35.0
		Over-time \$ 52.5
9	Hourly rate per Pest Control Technician	Regular Time \$ 55.0
		Over-time \$ 82.5
NOTE: THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL PROPOSER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.		

RFP-2024-02 Landscape Maintenance / Beautification Services			
ADDITIONAL MATERIALS WORKSHEET			
Additional Materials & Services (Not specified herein, to be installed at the direction of the Village)			
Item #	Job Classification	Quantity	Unit Price including Preparation & Installed
1	St. Augustine Sod	Pallet	\$ 550.00
2	Bermuda Sod	Pallet	\$ 660.00
3	Zoycia Sod	Pallet	\$ 720.00
4	Coccina Sand	Cubic Yard	\$ 300.00
5	Recycled Round-wood Mulch Dark Brown Color	Cubic Yard	\$ 65.00
6	Seasonal Color 4.5"	32,520 ea.	\$ 2.60
7	Planting Soil Mix	Cubic Yard	\$ 55.00
8	"Muck-sand-soil"	Cubic Yard	\$ 65.00
9	"Palm Special" Fertilizer (8N-2P2O5-12K2O +4Mg) with micronutrients.	50 lb Bag	\$ 85.00
10	Complete slow release Fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15,	50 lb Bag	\$ 96.80
11	Scotts® Nature Scapes® advanced, classic black	Bag	\$ 6.80
12	Irrigation System Design-Build/Repairs (Complete installation of irrigation system, inclusive of main-line, timers, valves, required parts, etc.)	Linear Foot	\$ 22.00
13	Tree Pruning (less than 12" caliper)	Each	\$ 125.00
14	Tree Pruning (12" caliper or larger)	Each	\$ 225.00
15	Palm Pruning (less than 12" caliper)	Each	\$ 35.00
16	Palm Pruning (12" caliper or larger)	Each	\$ 75.00
17	Tree/Palm Stump Grinding (less than 12" Diameter)	Each	\$ 155.00
17	Tree/Palm Stump Grinding (Greater than 12" Diameter)	Each	\$ 300.00
18	Percentage above wholesale cost to provide and install Cocos Nucifera Coconut Palms	Each	55%
19	Percentage above wholesale cost to provide and install 1 gal. to 45 gal. plants	Each	55%
20	Percentage above wholesale cost to provide 15 gal. to 100 gal. trees	Each	55%
NOTE: AS IT RELATES TO ITEMS #18 -20 ABOVE, THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE THESE COSTS TO INSTALL PLANT MATERIAL FROM THE SUCCESSFUL PROPOSER. SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE VILLAGE RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THESE COSTS FROM OTHER CONTRACTORS.			

SUPPLEMENTAL INFORMATION



The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BRIGHTVIEW SERVICE COMMITMENTS

- ✓ BV will present a clear scope of work with a weekly operation plan and status report
- ✓ BV will provide a dedicated on-site team with daily supervision
- ✓ BV will provide the right equipment to keep areas clean: green debris cleanup
- ✓ BV will provide a quality site assessment each month that will deliver a clear picture of improvements
- ✓ BV will provide monthly irrigation and agronomic reports that detail issues and or potential problems with solutions
- ✓ BV will develop a schedule for weekly and monthly meetings and property walks; set up reporting formats
- ✓ BV will take soil samples to apply to agronomy program
- ✓ BV will provide an Emergency Response Plan
- ✓ BV will provide digital enhancement renderings for any special projects or for areas in need of improvement
- ✓ BV will provide the municipality with a team that is E-Verify and will ensure 100% compliance with all labor and immigration laws
- ✓ BV will provide the municipality with a team that is properly trained, licensed with authority to remedy situations that arise during service
- ✓ BV will provide the necessary labor, equipment and financial capacity to meet the service expectations of the municipality
- ✓ BV will provide a reinvestment landscape certificate as a token of our commitment to the municipality
- ✓ A partnership with BV represents “Opportunity & Optimism”

LANDSCAPE MANAGEMENT



Weekly Site Walks



Ready Trained Enabled Crews



Communication



IRRIGATION MANAGEMENT

Irrigation zone map

BrightView
 (905) 258-0011
 Email: carlos.victoria@brightview.com
 Date: 05/20/20

Timer Map for:
 Bay Harbor Islands



- Timer 1: 21 zones (103 St & W Broadview)
- Timer 2: 8 Zones (Bridge Waterway)
- Timer 3: 7 Zones (96 St & W Broadview)
- Timer 4: 10 Zones (Causeway West)
- Timer 5: 15 Zones (Causeway Center)
- Timer 6: 5 Zones (Causeway East)
- Timer 7: 2 Zones / No power (95 St & E. Broadview)

- Timer 8: 7 zones (South Passive Park)
- Timer 9: 2 Zones / No power (95 St. & W. Broadview)
- Timer 10: 4 Zones (95th St. Park)
- Timer 11: 20 Zones (92 St. Park)
- Timer 12: 21 Zones (98th St. Park)
- Timer 13: 7 Zones (E. Kane Concourse)
- Timer 14: 6 Zones / No power (W. Kane Concourse)



Skilled Technicians & Communication Reports



AGRONOMICS



What is IPM?

Integrated Pest Management is a science-based approach that combines a variety of activities. By studying their life cycles and how pests interact with the environment, IPM professionals can manage pests with the most current methods to improve management, lower costs, and reduce risks to people and the environment.

IPM tools include:

- Add sunshades
- Add beneficial insects/organisms
- Grow plants that resist pests
- Disrupt development of pest
- Prevention of pest problem developing
- Disrupt insect behavior
- Use pesticides

1 IDENTIFY/MONITOR

Determine the causal agent and its abundance to assist your local extension agent for help.

2 EVALUATE

The results from monitoring will help to answer the questions: Is the pest causing damage? Do we need to act? As pest numbers increase toward the economic threshold, further treatments may be necessary.

3 PREVENT

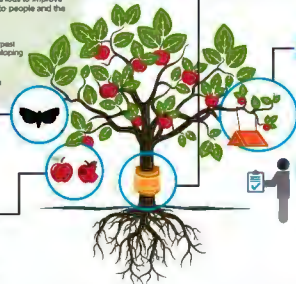
Some pest problems can be prevented by using resistant plants, planting sturdy, rotting crops, using barriers against climbing pests, sanitation, and sealing cracks in buildings.

4 ACTION

IPM uses multiple tools to reduce pests before an economically damaging level. A careful selection of preventive and curative treatments will reduce reliance on any one tactic and increase likelihood of success.

5 MONITOR

Continue to monitor the pest population. If remains low or decreases, further treatments may not be necessary, but if it increases and exceeds the action threshold, another IPM tool should be used.



WHERE CAN YOU PRACTICE IPM?



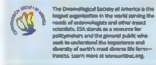
Buildings and Homes: Inspect, identify pests, trap pests out, clean to deny pests food and water, vacuum, flea, or use low-risk pesticides.



Farms: Check for pest/pest damage regularly, identify economic, choose pest-resistant plant varieties, encourage/biocontrol beneficial insects, tree planting to avoid pests, and if needed use low-risk pesticides.



Managed Natural Systems: Identify the pest and use management options that have minimal risk to pollinators, humans, and pets.



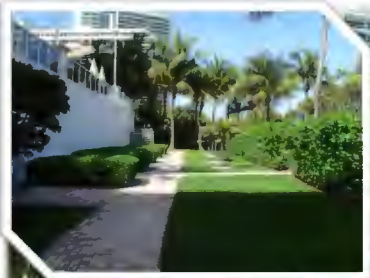
The Department of Agriculture in the United States is the world's largest organization in the world serving the needs of horticulturists and other food producers. US is made up of numerous agencies and the general public who identify of earth's food above the horizon. Search more at www.usda.gov.



State Certified Operators | Applicators



LANDSCAPE DESIGN

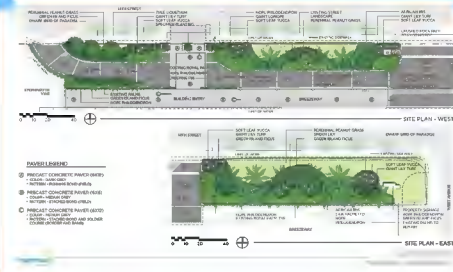


Certified Landscape Designers and State Licensed Architects



Design

offering landscape architecture, urban design, and planning



LANDSCAPE ENHANCEMENTS



FNGLA Certified Landscape Contractor & Professionals



ARBOR CARE STORM PREP & RECOVERY



TCIA & OSHA Safety Certified



Ready Trained Enabled Crews & ISA Certified Arborist(s)



KEY ELEMENTS TO A HEALTHY LANDSCAPE



NUTRITION



THE NINE FLORIDA-FRIENDLY PRINCIPLES

1 RIGHT PLANT, RIGHT PLACE

Plants selected to suit a specific site will require minimal amounts of water, fertilizers and pesticides.

2 WATER EFFICIENTLY

Irrigate only when your lawn needs water. Efficient watering is the key to a healthy Florida yard and conservation of limited resources.

3 FERTILIZE APPROPRIATELY

Less is often best. Overuse of fertilizers can be hazardous to your yard and the environment.

4 MULCH

Maintaining a 3-inch layer of mulch will help retain soil moisture, prevent erosion and suppress weeds.

5 ATTRACT WILDLIFE

Plants in your yard that provide food, water and shelter will attract Florida's diverse wildlife.

6 MANAGE YARD PESTS RESPONSIBLY

Unwise use of pesticides can harm people, pets, beneficial organisms and the environment.

7 RECYCLE

Grass clippings and leaves provide nutrients to the soil and reduce waste disposal when reused on the landscape.

8 REDUCE STORMWATER RUNOFF

Water running off your landscape can carry pollutants such as soil, debris, fertilizer, gasoline and pesticides that can adversely impact water quality. Reduction of this runoff will help prevent nonpoint-source pollution.

9 PROTECT THE WATERFRONT

Waterfront property, whether on a river, stream, pond, bay or beach, is very fragile and should be carefully protected to maintain freshwater and marine ecosystems.



METHODOLOGY

BrightView takes a practical, customer-focused approach to delivering landscape services. BrightView will staff the community with the appropriate staffing and requirements set forth in the RFP. This team will consist of highly trained and equipment-certified personnel with strong tenured backgrounds in grounds maintenance, roadways, and medians. An on-site manager equipped with several modes of communication, including a smartphone, tablet, and two-way radio, will also be on staff.

We will provide additional BrightView staff trained in complete agronomic care. These professionals have extensive knowledge of irrigation system management and programming, ET-based systems, water conservation approaches, fertilization, herbicides, and Integrated Pest Management (IPM). These teams will be dispatched to aid and assist our on-site team as needed. We will have a complete array of specialized equipment on-site, including all two-cycle equipment, utility vehicles, spray, and fertilization units.

BrightView will perform an initial inspection. This inspection will include soil testing with lab analysis and applications to correct turf, shrub, groundcover, and palm needs. We will provide a complete photographic inventory with start-up conditions, safety, hazard, and security inspections. Provided within our package, you will notice attached: a plant replacement list for dead, missing plant material.

An annual calendar of all services to be rendered throughout the year will be provided to the management immediately. A complete start-up report, including findings plus recommendations for upgrades and enhancements, will be provided within the first 30-60 days to ensure your property looks as aesthetically pleasing as possible.

We pride ourselves on delivering on our promises. Satisfying customers is at the core of everything BrightView does. BrightView is fanatic about measuring and improving the way it creates and delivers upon client expectations. We use many reporting and follow-up procedures, including customer surveys, to measure our performance.

Your complete satisfaction is our #1 goal.





BRIGHTVIEW PLAN FOR RESULTS

PRE-SERVICE	<ul style="list-style-type: none">• Branch planning meeting• Identify and mitigate any safety hazards• Meet your Client Service Team• Establish communication, reporting expectations & preferences• Individual site planning
30 DAYS	<ul style="list-style-type: none">• Initial site walk-through• Week 1 Alignment Check• Week 2 Alignment Check• 30 Day Alignment Check• Receive first invoice
60 DAYS	<ul style="list-style-type: none">• Site walk of facility• Receive Customer Satisfaction Survey• Review survey responses with your Client Service Team• Align and strengthen areas in need of improvement
90 DAYS	<ul style="list-style-type: none">• Site walk of facility with your Client Service Team• Review 90 Day Follow-up Partnership Transition Guide• Check progress and/or completion of key site initiatives



It is my job to ensure a smooth transition for our Clients and our Team With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Vanessa Quinonez
Branch Manager



QUALITY SITE ASSESSMENTS

QSA

- Maintenance Items
- Property Enhancements
- Completed Items
- Notes to Owner | Misc. Items

General Information

DATE: Monday, Apr 08, 2024
 NEXT QSA DATE: Monday, Apr 15, 2024
 CLIENT ATTENDEES: Kenson Prudent
 BRIGHTVIEW ATTENDEES: Jehiel Benavides

Customer Focus Areas

collins ave, Palm tree pits clean up along Collins, Beach, Beach landscape

Quality you can count on.



1 / 17

Maintenance Items



17 Nicely maintained hedges at the islands in the center of Collins. Only a few minor details need to be done in the area.

18 Nicely maintained hedges at the islands in the center of Collins. Only a few minor details need to be done in the area.

19 The flowers are the founders circle continue to do well. We do not feel there is a need to replace them at this time even though we will have to soon.

20 The flowers are the founders circle continue to do well. We do not feel there is a need to replace them at this time even though we will have to soon.

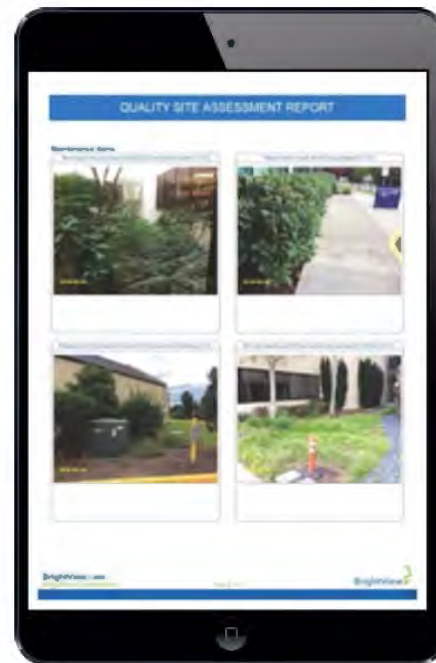
BRIGHTVIEW STANDARDS OF EXCELLENCE



Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs



SUPPORTIVE ROLES

PERSONNEL JOB DESCRIPTIONS

Branch Manager – Vanessa Quinonez– Oversees all Branch operations within including labor, equipment, customer service, safety and all administrative functions.

Assistant Branch Manager – Greg Stevens – Oversee Branch Account Manager to ensure quality and labor

Office Manager – Liliana Cardona – Implements the day-to-day tasks of managing customer service, directing calls, billing, and emergencies.

Sr. Account Manager | Program Managers - As the primary customer contact, the AM develops and maintains schedules for maintenance work and ensures compliance to job specifications and quality control standards; proactively communicates to customer and BrightView team members.

Crew Leader – Schedules the workload for their crew and ensures the readiness of workers, tools and materials.; always maintains safe-working conditions: including job site and crew operation.

Agronomic Technicians – Jean Beavis & Ian Rodriguez The agronomic technician is licensed and knowledgeable in the safe application of fertilizers, insecticides, herbicides, and fungicides.

Enhancement Manager – Ramiro Fernandez Designs and selects premium Plants for renovations; purchases plant materials and prepares project for installation; monitors proper planting procedures and color over the life of the project.

Irrigation Technicians – Carlos Victoria Monitors inspections, irrigation checks, cleaning, repairs, and adjusting of your irrigation system; generates reports to identify repairs, consumption use requirements, and upgrades.

Irrigation Assistant – Assists in the daily management of the irrigation system and performs repairs and adjustments, and monitors malfunctions and potential leaks.

Arbor Manager – Jason Anderson assists in the production, supervision of trimming the trees and palms. ISA Certification

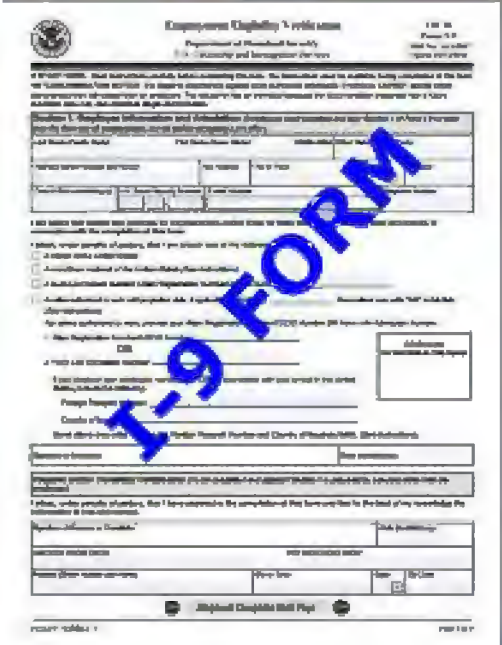
Trained Gardeners – Responsible for daily compliance of job specifications and quality standards; knowledgeable in all materials, equipment, and safety programs; proactively deals with potential problems, ensures safe working conditions at job site and identifies potential liabilities on the property.

PRESERVING A SAFE WORK ENVIRONMENT

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER



- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization’s participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client’s sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.



E-VERIFY

Account 107519 BRIGHTVIEW LANDSCAPE DEVELOPMENT INC Receipt 182-250564 MAILING ADDRESS BRIGHTVIEW LANDSCAPE DEVELOPMENT INC 24151 VENTURA BLVD CALABASAS, CA 91302	View
Account 132537 BRIGHTVIEW LANDSCAPE SERVICES, INC Receipt 189C-275685 MAILING ADDRESS BRIGHTVIEW LANDSCAPE SERVICES, INC 4155 E MOWRY DR HOMESTEAD, FL 33033	View
Account 65035 BRIGHTVIEW LANDSCAPE SERVICES Receipt 324-9896 MAILING ADDRESS BRIGHTVIEW LANDSCAPE SERVICES 24151 VENTURA BLVD CALABASAS, CA 91302	View
Account 65936 BRIGHTVIEW LANDSCAPE DEVELOPMENT Receipt 324-9949 MAILING ADDRESS BRIGHTVIEW LANDSCAPE DEVELOPMENT INC 24151 VENTURA BLVD CALABASAS, CA 91320	View
Account 0207	



U.S. Citizenship
and Immigration
Services

EMPLOYEE TRAINING



Equipment Certification: Riding Mower (Less than 72" Capacity) Certificación del equipo: Cortacésped de montar

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK – SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Checks site conditions: obstacles, slopes, trash, debris, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos
3	Wears proper PPE, including eye protection, ear protection, safety-toe boots, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección auditiva, botas de punta de seguridad y chaleco de seguridad
4	Checks for loose nuts, bolts and screws and ensures all guards and shields in place Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar
5	Ensures blades are properly mounted and sharp Asegura que las cuchillas estén en su lugar, afiladas y bien montadas
6	Checks the oil and air filter before starting the unit each day Revisa el nivel del aceite y el filtro de aire antes de encender la unidad cada día
7	Removes trash and debris in front of the mower or prior to mowing Retira la basura y los escombros antes de comenzar la siega
8	Check tires for proper inflation Asegúrese que las llantas estén infladas apropiadamente
9	Sets deck for correct mowing height Fija la cubierta para la altura de siega correcta



Equipment Certification: Backpack Power Blower Certificación del equipo: Sopladora de fuerza

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK: SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Checks site conditions: obstacles, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos
3	Wears proper PPE, including eye protection, ear protection, safety-toe boots, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección auditiva, botas de punta de seguridad y chaleco de seguridad
4	Checks for loose nuts, bolts, screws and clamps and ensures all guards and shields in place Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar
5	Does not wear loose clothing or scarf No usar bufanda o ropa suelta
6	Sets and adjusts straps to fit properly Establece y ajusta las correas para queden correctamente



Equipment Certification: Power Hedge Trimmer (Gas Shears) Certificación del equipo: Recortadora de cercos (tijeras de gas)

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK – SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Wears proper PPE, including eye protection, ear protection, safety-toe boots, gloves (preferably leather), hedge trimmer chaps, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección para los oídos, botas de punta de seguridad, guantes (preferible de cuero), chaparreras, y chaleco de seguridad
3	Checks to ensure all safety devices are operating as intended; NEVER disables these devices <ul style="list-style-type: none"> • 'Stop switch' to quickly kill the engine • 'Throttle Lock-out' switch in the handle Revisa para asegurar que todos los dispositivos de seguridad están funcionando según lo previsto; NUNCA deshabilita estos dispositivos <ul style="list-style-type: none"> • 'Pare Interruptor' para rápidamente apagar el motor • 'Interruptor De La Cerradura' de la válvula reguladora en la manija
4	Checks for loose nuts, bolts and screws and ensures all guards and shields in place. Checks rubber grips on handle to ensure they have not loosened Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar. Revisa los apretones de goma en la manija para asegurar que no se han aflojado
5	Uses only cutter blades designed for their machine and makes sure they are properly attached and sharp Use solo cuchillas de cortar diseñadas para su máquina y asegúrese que están atadas y sostenidas correctamente
6	Checks for a clean air filter before each use Antes de comenzar revisa el filtro de aire para asegurarse que está limpio
7	Does not operate machine when fatigued No opera maquina cuando fatigado
8	Checks site conditions: obstacles, slopes, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, cuevas, basura, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos, y los escombros lanzados por el equipo
9	Checks hedge or shrubbery to be trimmed for hidden wire, metal or other obstacles, as well as stinging insects Revisa los cercos y matorrales que serán recortados para ver si hay alambres ocultos, metal u otros obstáculos, así como insectos que piquen



EMPLOYEE INCENTIVES

February 6, 2024

Safety Boot Program: Stepping it Up in Safety

Greetings BrightView Team,

At BrightView, safety is the keystone to everything we do, regardless of the situation or task. We are committed to ensuring everyone returns home each night to their loved ones in a safe and healthy manner.



As Dale mentioned recently after his many branch visits throughout the country, one immediate improvement he would like to prioritize – as it relates to safety – is team member footwear. Proper footwear for our field employees will allow them to be safer and more comfortable in the field as they serve our valued customers.

To further elevate our safety commitment at BrightView, **we're partnering with Red Wing Shoes – a leader in high-end safety shoes – for the BrightView Safety Boot Program to help ensure team member's feet are comfortable and safe.**

Who is Eligible?

The BrightView Safety Boot Program **will be launched to branches in phases beginning February 14, 2024.** At that time, eligible team members will receive their safety shoe voucher along with additional information. Please click [here](#) for more details or see the attached. Our goal is to have all eligible team members outfitted with new boots by May 1.

What's Next?

Initially, this program will be offered to most branch employees. Moving forward, the BrightView Safety Boot Program will remain an ongoing benefit for hourly crew members and crew leaders. (A new voucher will be issued to this group of employees every 18 months to update their Red Wing footwear). All identified team members will receive a \$140 voucher redeemable online or at any Red Wing Shoe location.

LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card – Construction Safety and Health
- FL Pesticide Applicator Certificate – Registered Tech
- BLS – Excavation Safety – Competent Person Training
- BLS – Forklift Safety – Trainer
- BLS Fall Protection Training
- BLS Fall Protection – Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamentals
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 20 years of management experience in the green industry
- Horticulturalist Degrees
- Agronomy Degrees
- Plant Science Degrees
- Masters of Business Administration



**American
Red Cross**
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook

OFFICE OF DESIGN – ROADWAY STANDARDS SECTION
JANUARY 2016
TALLAHASSEE, FLORIDA



FEMA



NATIONAL
ASSOCIATION OF
LANDSCAPE
PROFESSIONALS



IRRIGATION LICENSE



Luis Acosta, Certified Irrigation Technician
BrightView Landscape Services Fort Lauderdale, FL

David Prado, Certified Irrigation Technician
BrightView Landscape Services Miami, FL

Miguel Carmona, Certified Irrigation Technician
BrightView Landscape Services Miami, FL

Joey Malvas, Certified Irrigation Technician
BrightView Landscape Services Miami, FL



2:17:59 PM 2/18/2024

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

Licensee Information

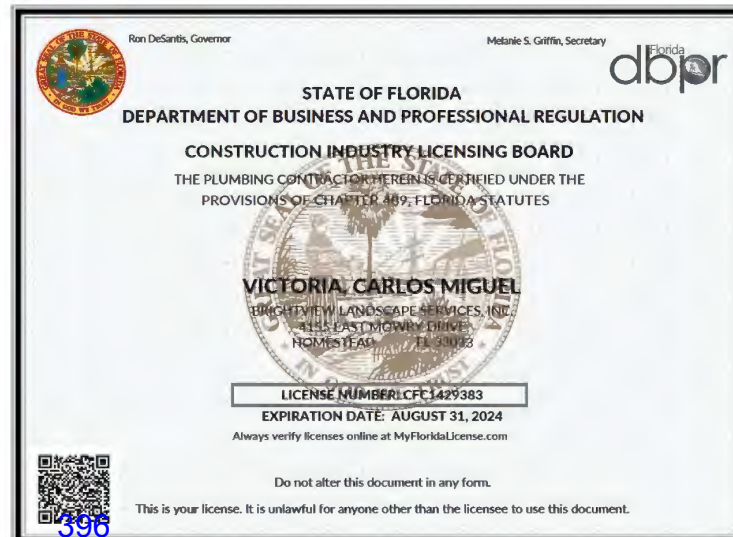
Name:	VICTORIA, CARLOS M (Primary Name) BRIGHTVIEW LANDSCAPE SERVICES, INC. (DBA Name)
Main Address:	8975 SOUTHWEST 198TH TERRACE MIAMI Florida 33157
County:	DADE
License Location:	4155 EAST MOWRY DRIVE HOMESTEAD FL 33033
County:	DADE

License Information

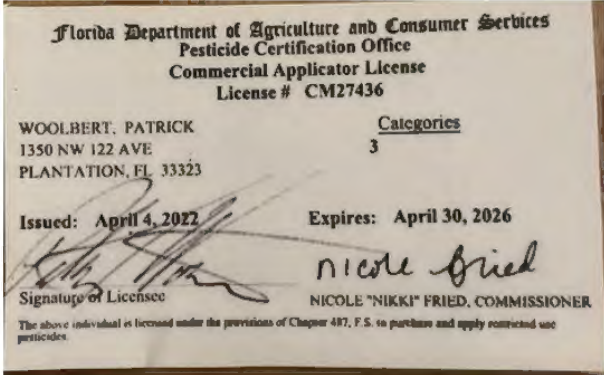
License Type:	Certified Plumbing Contractor
Rank:	Cert Plumbing
License Number:	CFC1429383
Status:	Current,Active
Licensure Date:	09/17/2015
Expires:	08/31/2024


Special Qualifications

Special Qualifications	Qualification Effective
Construction Business	09/17/2015



LICENSES





Florida Department of Agriculture and Consumer Services

[Department Home](#) [Agricultural Environmental Services](#)

Licensee Report With Categories

License Types*

License Categories

Licensee Counties

Search:

License #	Name	Issue Date	Expired Date	License Categories	Home Address	Business Address	Mailing Address	County	Home Phone	Business Phone
CM27436	WOOLBERT, PATRICK	4/4/2022	4/30/2026	ORNAMENTAL AND TURF PEST CONTROL	1350 NW 122 AVE PLANTATION, FL 33323	BRIGHTVIEW LANDSCAPING, 2711 SW 36TH ST DAVIE, FL 33312	1350 NW 122 AVE PLANTATION, FL 33323	BROWARD		786-786-6697

MISC



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27622

LEGGETT IV, CHARLES ALEX Categories
5846 CHESHIRE COVE TER 6, 21, 5A
ORLANDO, FL 32829

Issued: September 8, 2022 Expires: September 30, 2026


Signature of Licensee

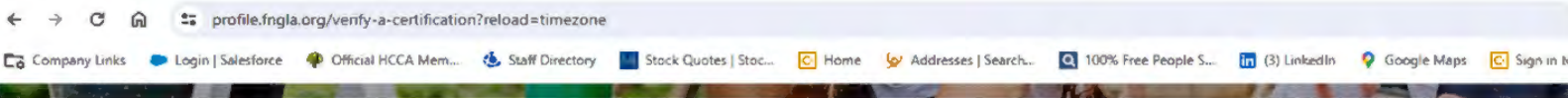

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

MISC LICENSES



FNGLA CERTIFICATIONS



Verify an FNGLA Certification

Please input the following information to find an FNGLA Certified Professional:

[← BACK TO SEARCH →](#)

Name: Hector Diaz Morales
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-292-9600
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 2/10/2022
Certification Expiration Date: 3/31/2025
Additional Memberships: Organizational Membership

Name: Tyler Drew
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-813-297-4695
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 11/21/2018
Certification Expiration Date: 12/31/2024
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Johnathan Giaquinta
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-292-9600
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 6/2/2023
Certification Expiration Date: 6/30/2026
Additional Memberships: Organizational Membership

Name: Arturo Gomez
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

EMERGENCY PLANNING



BrightView 

Let Us Help You Weather the Storm.

Have Peace of Mind with Pre-Authorized Storm Clean-Up.

Your BrightView team has an action plan that proactively addresses your needs in an emergency situation. With pre-authorized clean-up, we're on the ground canvassing your property to assess damage as soon as the storm has passed, and quickly dispatch the appropriate landscape and tree care services teams to address your needs, prioritizing safety first:

- Vehicle access is cleared, allowing emergency personnel access
- Debris from structural dwellings that may pose immediate risk is cleared
- Plant material that may have a chance of surviving is replanted
- Hazardous damaged limbs that remain in trees are trimmed and removed
- Tree limbs, rootballs, or large wood debris remaining on the ground is chipped and removed
- Final restoration of any remaining damages or losses resulting from the storm is performed

To expedite clean-up efforts, we leverage our national resources to bring in additional teams from outside the area. Normal maintenance operations can typically resume the following week for all but the most severely debris-impacted properties. If you would like to pre-approve BrightView to perform clean-up operations as detailed above, sign where indicated. Our emergency rates are also listed for your review. Dump expenses range based on the material, size and weight.



COMPANY AUTHORIZATIONS

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/21/2021
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Director

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title President

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422


Title Assistant Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Gonzalez, Charles
980 Jolly Road
Suite 300
Blue Bell, PA 19422

COMPANY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
10/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<small>PRODUCER</small> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	<small>CONTACT</small> PHONE (A/C No. Ext): (856) 283-7122 FAX (A/C No.): (800) 363-0101 <small>E-MAIL ADDRESS:</small>
<small>INSURED</small> BrightView Landscapes, LLC Location #35360 2711 Sw 36th Street Dania Beach FL 33312 USA	<small>INSURER(S) AFFORDING COVERAGE</small>
	<small>BASIC #</small>
	INSURER A: ACE American Insurance Company 22667
	INSURER B: American Guarantee & Liability Ins Co 26247
	INSURER C: Allied World Surplus Lines Insurance Co 24319
	INSURER D: Great American Insurance Co. 16691
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570104039348 **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.

POLY	TYPE OF INSURANCE	INS	SUB	W/O	POLICY NUMBER	EFFECTIVE	EXPIRES	LIMITS (Limits shown are as requested)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <small>GEN'L AGGREGATE LIMIT APPLIES PER POLICY</small> <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y		XSLG47325857 SIR applies per policy terms & condit	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL AND ADJ INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> <input type="checkbox"/> AUTOS ONLY	Y	Y		ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per occurrence) PROPERTY DAMAGE (Per occurrence)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION	Y	Y		AUC508596819 SIR applies per policy terms & condit	10/01/2023	10/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <small>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICERS/ MEMBERSHIP IN NPE</small> <small>If true, describe the OPERATION OF OPERATIONS below</small>	Y/N	N	N/A	WLRCS068541A WC - ADS SCPC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
D	Contractors Pollution Liability				CSE60320401 SIR applies per policy terms & condit	10/01/2023	10/01/2026	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor, Owner and other entities are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella liability policies. General Liability policy evidenced herein is primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A waiver of subrogation is granted in favor of contractor, Owner and other entities in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each

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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier: BZFLUNQIP

570104039348

Certificate No.:

BUSINESS TAX

CITY OF DANIA BEACH Business Tax Receipt

VALID THROUGH 9/30/2024

BRIGHTVIEW LANDSCAPE SERVICES INC
980 JOLLY RD STE 300
BLUE BELL, PA 19422

Business Name: BRIGHTVIEW LANDSCAPE SERVICES
Location Address: 2711 SW 36 ST
Number Class: 44500002 / Gardener/Lawn Maint Service
Issue Date: 09/27/2023
Expiration Date: 9/30/2024

Quantity	Charge Description	Amount Paid
1	Prevention Annual Fee	\$400.00
1	Gardener/Lawn Maint Service	\$78.75
1	Waste Registration Fee	\$15.00
Total:		\$500.00

Comments: THE STORAGE SPACE MUST BE AN ACCESSORY USE TO THE MAIN SERVICE USE

Restrictions:

SUBJECT AND ISSUED ACCORDING TO BUSINESS TAX RECEIPT ORDINANCE CHAPTER 15

MUST BE POSTED CONSPICUOUSLY AT BUSINESS LOCATION

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100 Ft. Lauderdale, FL 33301-1865 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Type: LANDSCAPE SVCS
Owner Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Location: 2415 VENTURA BLVD
Business Phone: OUT OF COUNTY
Business Opened: 11/1/2013
State/County/Cert/Reg: FL/DADE/0000000000
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Visiting Business Only			Vending Type		Total Paid
Tax Amount	Thesaur Fee	ADP Fee	Penalty	Prior Years	Collection Cost
\$1.00	0.00	0.00	0.00	0.00	0.00

Receipt Fee: \$1.00
Package Fee (Package Log/Containing Employees): 0.00

Receipt #: 09M-22-0027801
Paid: 09/26/2023 **\$1.00**

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Type: LANDSCAPE SVCS
Owner Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Location: 2415 VENTURA BLVD
Business Phone: OUT OF COUNTY
Business Opened: 11/1/2013
State/County/Cert/Reg: FL/DADE/0000000000
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Visiting Business Only			Vending Type		Total Paid
Tax Amount	Thesaur Fee	ADP Fee	Penalty	Prior Years	Collection Cost
\$1.00	0.00	0.00	0.00	0.00	0.00

Receipt Fee: \$1.00
Package Fee (Package Log/Containing Employees): 0.00

Receipt #: 09M-22-0027801
Paid: 09/26/2023 **\$1.00**

HAZARDOUS MATERIAL MANAGEMENT FACILITY LICENSE

License Number: HM-16146-22

Applicant: Jose Zepeda, VPOM
BrightView Landscapes Services
2711 SW 36TH ST
Dania Beach, FL 33172

Facility Number: 15145
BrightView Landscapes Services
2711 SW 36TH ST
Dania Beach, FL 33172

Important: THIS LICENSE IS ISSUED ONLY TO THE LICENSEE FOR THE FACILITY ADDRESS (SEE FIELD ABOVE). IF THE FACILITY MOVES, CLOSES OR HAS A CHANGE IN LICENSE OR ACTIVITY, THE LICENSEE MUST:

- Notify the Department within 10 days after closing the facility.
- Properly remove and dispose of all hazardous materials when closing a facility.
- Apply for a new license when relocating to a new facility.
- Apply for a new license when changing the license type or activity.
- Apply for a new license when changing the license address.
- Apply for a new license when changing the license owner.

Application Received: Aug 02, 2022
Issue Date: Sep 01, 2022
Expiration Date: Aug 31, 2024
Issued By: Gary Seibel

Application Date: July 07, 2022

CONTACT: HAZARDOUS MATERIALS SPECIALIST
Phone: 954-415-1398 | Email: gseibel@broward.gov
Environmental Permitting Section
www.broward.gov/permits

PLEASE SEE LICENSE CONDITIONS ON THE BACK.

BRIGHTVIEW COMMITMENT TO CHARITY EVENTS



Introducing the New BrightView Landscapes Foundation Homepage

The BrightView Landscapes Foundation has a new home – a one-stop location to find all the information you need about the Foundation. The Foundation, a 501(c)(3) organization, is a way for BrightView team members to help their fellow team members.

[READ MORE >](#)

GIVING TUESDAY

#GivingTuesday: BrightView Landscapes Foundation

If you are inclined to make a donation on Giving Tuesday or this holiday season, please consider giving to the BrightView Landscapes Foundation. Since starting, the Foundation has raised over \$460,000. This past year alone, the Foundation distributed more than \$100,000 to assist more than 35 team members.



Thank You from BrightView Landscapes Foundation Spring Fund Drive

The inaugural fund drive for the BrightView Landscapes Foundation ended last Friday and I am pleased to report our preliminary results. Donations made during the drive totaled \$115,097, which, when combined with the company match of \$75,000, totals \$190,097 – substantially more than our goal of \$150,000.





THANK YOU

A BRIGHTER FUTURE BEGINS HERE...



BAL HARBOUR VILLAGE

RFP NO.2024-03 - LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES

Presented by Craig Offutt on 4-12-2024

954 240 3746

Craig.Offutt1@brightview.com

Principal in charge is Vanessa Quinonez

954 431 1111 | 305 785 7942

Vanessa.Quinonez@brightview.com

TABLE OF CONTENTS

- Introduction Letter
- Minimum Qualifications
- Proposers Experience
- Principals in Charge Experience
- Project Managers Experience
- Questionnaire
- Curriculum Vitae
- Client References
- Client Performance Evaluation Survey
- Pricing
- Additional Forms
- Availability of Resources
- Proposed Approach
- Recent, Current and Projected Workloads of Proposer
- Quality References
- Supplemental Information

INTRODUCTION LETTER

Dear Bal Harbour Village

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal and continue professionally managing the landscape maintenance responsibilities for the Village. We have enjoyed and appreciate the time you have taken to get to know our team and our operation over the years.

We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit The Villages specific needs.

We have examined every aspect of this RFP and considered all resources we feel will be required to meet your needs and to exceed your expectations. These are the key areas we have dedicated our time towards based off the weighted criteria you have provided:

1. Experience of the Proposer	15 Points
2. Experience of the professionals involved	15 Points
3. Availability of Resources	15 Points
4. Proposed approach towards delivery of services	5 Points
5. Recent, Current, and projected workload of proposer	5 Points
6. Quality of References	15 Points
7. Price	30 Points

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maintain your investment, support your needs, and provide a welcoming environment for everyone - employees and visitors.

Bal Harbour Village is an exceptional community, and it is understood that the quality of our services and the thoroughness of our operational plan are integral to ensuring that the Village keeps this standard of excellence. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution to continue our services for years to come.

Sincerely,



Charles Gonzalez
VP, GM

MINIMUM QUALIFICATIONS

Proposers must be able to demonstrate an exemplary record of performance the past five years, and have sufficient financial capacity equipment, and organization to ensure that they can satisfactorily provide the Services if awarded an Agreement under the terms and conditions of this solicitation. The terms "equipment and organization", as used herein, shall, be construed to mean a fully equipped and well-established company in line with the best business practices in the industry, and as determined by the VILLAGE. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFP.

See Following Slides...

QUALIFICATION OF FIRM

SERVICES

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

OFFICES

Miami

- 4155 E Mowry Drive
- Homestead FL. 33033

Dania Beach

- 2711 SW 36th Street
- Dania Beach, FL. 33312

Pembroke Pines

- 6941 SW 196th Avenue
- Ste 30
- Pembroke Pines FL. 33332

Sunrise

- 440 Sawgrass Corporate Parkway
- Ste 102
- Sunrise, FL. 33325

EMPLOYEES

Miami

- 270 Gardeners
- 22 Supervisors
- 20 Certified Technicians

Dania Beach

- 200 Gardeners
- 17 Supervisors
- 8 Certified Technicians

Pembroke Pines

- 150 Gardeners
- 10 Supervisors
- 4 Certified Technicians

Sunrise

- 180 Gardeners
- 9 Supervisors
- 5 Certified Technicians

FACTS

Years in Business

- Since 1939
- Over 85 years

Florida Corporation

- BrightView Landscape Services, Inc.
- FEIN #: 95-419223

Insurance

- Aon Risk Services
- General Commercial
- Auto & Workmans Comp

Bonding Ability

- Aon Risk Services
- Excess of \$200 Million
- \$25 million for single project

FINANCIAL CAPACITY

Stock Quote

NYSE: BV

Price	\$11.61	Change	-0.25
Volume	984,228	% Change	-2.11%
Intraday High	\$11.93	52 Week High	\$12.35
Intraday Low	\$11.48	52 Week Low	\$5.16
Today's Open	\$11.88	Previous Close	\$11.86

April 9, 2024 4:00 PM

Pricing delayed by 20 minutes

<https://investor.brightview.com/Stock-Information/Stock-Price--Performance/default.aspx>

FY2024 Free
Cash Flow
Range*:
\$45M to \$75M

*FY24 Financial Guidance as of
February 2024 Earnings Call

ELECTRIC EQUIPMENT | NOISE ORDINANCE

Electrifying our vehicles and equipment
BrightView began introducing hybrid vehicles to our fleet 10 years ago and we intend to expand those efforts by deploying over 500 electric vehicles over the coming twelve to 24 months. **By 2027, we expect to convert 100 percent of our management vehicle fleet and approximately 30 percent of our total fleet to electric or hybrid.** BrightView was the first commercial landscaping company to adopt electric mowers on a broad scale.

- Piloting our own company-designed telematics platform that monitors vehicle location, maintenance, and idle time, helping to maximize fleet efficiency and minimize emissions.
- Monitoring and analyzing fuel consumption and driver behavior through a fuel dashboard.
- Converting our gas and 2-cycle landscaping equipment to sustainable electric power.

Additionally, we are already providing The Village with most of the necessary Electric equipment required for maintenance services. This Includes:

- Large Electric Mowers – 60” +
 - Small Electric Mowers – 36”
 - Blowers
 - Hedge Trimmers
 - Utility Carts
 - Management Vehicles, etc .
- We are planning on adding soon additional electrical equipment at no additional cost to the village.



ELECTRIC EQUIPMENT



ELECTRIC EQUIPMENT



EQUIPMENT



EQUIPMENT ASSET LISTING

307066	312615952	52	Exmark	2019	307083	A3G13936	Skid Steer T770	Bobcat	2018	307722	1GCRCEPC9FZ431130	Silverado	Chevrolet	2020
307067	XP107678	XP660 Altoz	Other	2017	307084	AG0325293962181	Golf cart	Ez-Go	2021	325462	JALC4J168G7K01333	NPR XD	Isuzu	2019
307068	404821672	60	Exmark	2019	307085	1GD412CG9CF102221	3500 Sierra	Chevrolet	2021	325555	1TC648RACGT040142	48" QuickTrak Mower	John Deere	2021
307069	316610776	60	Exmark	2022	307086	307086	16' Flat Bed Trailer	Other	2018	325556	1TC648RAVGT040117	48" QuickTrak Mower	John Deere	2021
307070	315641126	52	Exmark	2022	307088	THP20KAE523	60	Exmark	2021	325558	1TC648RACGT040116	48" QuickTrak Mower	John Deere	2022
307071	307071	Sod cutter	Bluebird	2017	307089	1S9E01621G1303868	16' Open Trailer	Sun Coast	2018	327050	1FD0W4GYXGEB65127	F450 DUMP	Ford	2021
307072	255260	Z spray	Z Spray	2015	307090	J8DC4J16367000177	W5500	GMC	2016	327143	11130138	48" WB SK MOWER	Other	2022
307074	316628364	60	Exmark	2016	307091	312632260	60	Exmark	2019	328885	1FMCU0GD4HUC19456	ESCAPE SE	Ford	2023
307075	314643429	60	Exmark	2022	307092	312624826	60	Exmark	2022	331300	5F11S1017J1000942	15 Light Arrow Trailer	Wanco	2023
307078	1UR2080H9K10	Track Loader CTX100	Vermeer	2017	307094	1S9E01624G1303850	16' Open Trailer	Sun Coast	2019	331816	5GLBE142XJC000317	Enclosed Trailer	Express	2021
307081	ZS5260201681	Z spray	Z Spray	2018	307095	5PVND8JP572S50109	Dump Truck - Hino	Other	2020	332082	402865439	42" Mower	Exmark	2022
										338943	55682	Kubota RTV500-H	Kubota	2021

QUALIFICATION OF STAFF

LICENCES

Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

Irrigation

- Florida Certified Plumbers
- Irrigation Association Member
- Smart Water Irrigation

Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

QUALIFICATIONS

Best Management

- Florida Friendly Landscaping
- Train the Trainer

Emergency Response

- Certified First Responder
- Competent in Training

Storm Water

- Emergency Recovery
- Certified Assessor

Safety

- State Rules and Regulations
- Fall Protection

CERTIFICATIONS

FDOT

- Setup Certified
- Competent Trainer

CPR

- First Aid
- Instructor

OSHA

- Hi Lift Certified
- Osha – 10 card

Horticulturalist

- FNGLA Certified Technicians

DEGREES

Agronomy

- BA | As
- Florida, Penn State

Horticulture

- BA | As
- Florida, Penn State

Business

- BA | As
- FAU | Florida State

Plant Science

- BA | As
- Florida | Rutgers | Penn State

RECRUITING AND STAFF AVAILABILITY

With dozens of locations across Florida and more than 3500 employees in the state, we can dispatch labor, equipment and materials faster than other landscape service provider.

Recruitment; Currently BrightView has a dedicated recruiting Team involve in 30 Horticulture and Agriculture Colleges throughout the United States and Puerto Rico. Some of these schools include University of Florida, Ohio State, Auburn, Penn State, Mississippi State and the University of Puerto Rico. Our internship and success retaining these individuals is unparallel in the Industry. BrightView also sponsors Scholarships and Industry training through recognized and accredited Landscape Associations.

✓ Value Delivery:

BrightView takes a practical, customer-focused approach to delivering landscape services. We pride ourselves on:

- ***Delivering on our promises.*** Satisfying customers is at the core of everything BrightView does. BrightView is fanatic about measuring and improving the way it creates and delivers upon client expectations.
- ***Personal service based upon specific client needs.*** BrightView trains, empowers, and provides incentives to local managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.
- ***Treating our customers' dollars as if they were our own.*** BrightView leverages its scale and expertise to drive down labor and material expenses and passes those savings through to its customers.
- ***Anticipating and resolving problems before they arise.*** With 70+ years in the landscape industry, a highly tenured workforce, and the best training in the business, BrightView prides itself on bringing the right expertise to bear on landscape problems and resolving problems right the first time.

BrightView has an unrivalled reputation in the private and public sector working successfully with owners, builders, developers and property managers to reshape the national landscape.

- ✓ Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.



PROPOSER'S EXPERIENCE

Design

Forward-thinking, constructible design that considers future operating costs



One Partner

to take care of you and all your landscape needs.

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Snow & Ice
- Specialty Turf
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

LOCAL MUNICIPALITIES



421

CURRENT AND PRIOR EXPERIENCE

BrightView is the nation's leading commercial landscape company. We take pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.

Project Name: Right of ways, Medians, Facilities & Parks landscape Maintenance

Owner: City of Miramar

Contract Amount: \$250,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Boardwalks, Medians & Bumpouts

Owner: City of Miami Beach

Contract Amount: \$1,000,000 (+)

Percentage complete: 100%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas

Owner: Ocean Reef Community Association

Contract Amount: \$1,500,000 (+)

Percentage complete: 70%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: City of Weston

Contract Amount: \$800,000 (+)

Percentage complete: 40%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of ROW's, Biscayne Blvd, Parks, Sports Turf

Owner: City of Aventura

Contract Amount: \$1,000,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the Town

Owner: Town of Surfside

Contract Amount: \$400,000 (+)

Percentage complete: 90%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of Parks, Sports Turf

Owner: Town of Miami Lakes

Contract Amount: \$400,000 (+)

Percentage complete: 60%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of medians, right of ways, swales, common areas of the POA

Owner: Harbor Islands POA

Contract Amount: \$1,400,000 (+)

Percentage complete: 50%

Percentage of subcontracted work: 0%

Project Name: Landscape Maintenance of ROW's, Biscayne Blvd, Parks, Sports Turf

Owner: City of Aventura

Contract Amount: \$1,500,000 (+)

Percentage complete: 40%

Percentage of subcontracted work: 0%

PROPOSERS EXPERIENCE



LIVE



Approximately

10,000

residential communities
nationwide



WORK



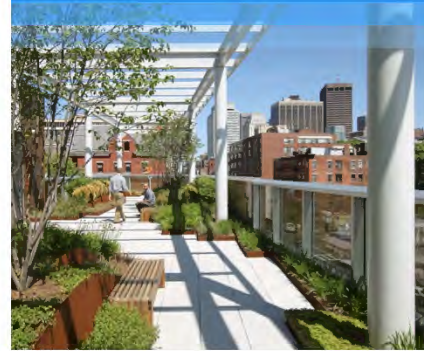
Nearly

14,000

office buildings, corporate
campuses and
industrial facilities



RECOVER



60% of the top 25
health systems

40% of the top 25 skilled
nursing facilities

1,300 recovery centers
nationwide



LEARN

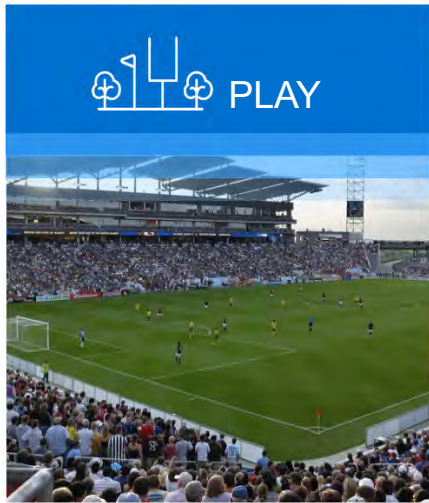


Approximately

10,000

residential communities
nationwide

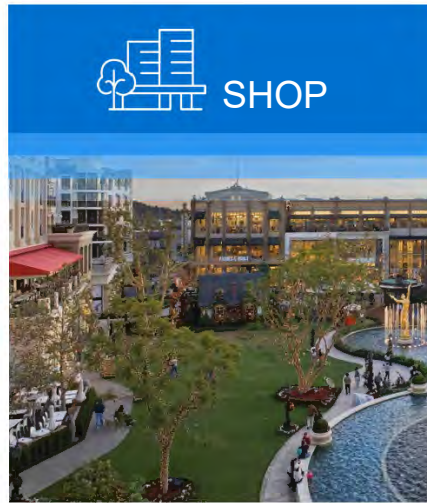
PROPOSERS EXPERIENCE



Approximately

2,400

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall



Nearly

4,000

shopping environments nationwide



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

PRINCIPAL IN CHARGE EXPERIENCE

Contact: Branch Manager Vanessa Quinonez. Vanessa currently manages landscape maintenance business throughout the Miami area. Vanessa has been involved in maintenance, agronomics and irrigation services within her responsibilities. Mrs. Quinonez has 12 years experience in the industry and is a graduate of horticulture from the University of Florida.

Key Responsibilities: Vanessa will ensure Jay and his team are performing to community expectations. With regular walks of the site, she will assist in the quality site assessments that make your landscape site thrive.



Everything we do to service our clients is handled with our local, dedicated service teams. Our team members live and work in the same communities that they are providing landscaping services to.

Vanessa Quinonez

Branch Manager

425



Page 19

PRINCIPAL'S RESUME

PROJECT MANAGERS EXPERIENCE

Manager Contact: Senior Account Manager, Jay Benavides currently manages landscape maintenance business for Village of Bal Harbour. Jay has been involved in maintenance, agronomics and irrigation services within his responsibilities. Mr. Benavides has 23 years experience in the industry and is a graduate of horticulture from Dade College. Jay is an ISA Certified Arborist for the past 14 years. He is also a certified Pest Control Operator in 4 categories for over 25 years. He has been certified for over 9 years as Green Industries Best Management Practices (BMP). Jay also is FDOT Certified.

Key Responsibilities: Jay will ensure Selma and her team are performing to community expectations. With regular walks of the site, he will assist in the quality site assessments that make your landscape site thrive.



PROJECT MANAGERS EXPERIENCE

JEHIEL BENAVIDES

2246 NW 159 Lane
• Pembroke Pines, FL 33028 •

To show a summary of job experience and qualifications in topics related to **Business Management**.
A solid record of over 27 years' experience in Business Management responsible for no less than 50 employees at a time.

Employment History

SECRETARY OF THE CORPORATION
GENERAL MANAGER YEARS EMPLOYED (EX: 1994 - 2000)
Uniton Services, Inc. Miami Lakes, Florida

Responsible for all company's operations in relation to Pest Control activities. Responsible for training, education, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, chemical storage and safety. Company spokesman and representative for many years.
Promoted to Senior Technician in 1996. Promoted to General Field Manager in 1997. Promoted to C.P.C.O in Charge in 1998. Promoted to secretary of the corporation and personal advisor to company's President in 1999.

COMMERCIAL DIVISION AREA MANAGER YEARS EMPLOYED (EX: 2000 - 2008)
Truly Nolen of America, Inc. Pompano Beach, Florida

Responsible for all company's operations in the Tri-County area of Florida. Responsible for training, education, sales, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, chemical storage and safety.
Had the pleasure of successfully running 3 different branches for the company. Received many awards through out the years and received the top honor of Manager AND Branch of the year for 2007.

DIRECTOR OF OPERATIONS / CPCO IN CHARGE / ISA CERTIFIED ARBORIST
YEARS EMPLOYED (EX: 2008 - 2019)
Sunny Greens Landscapers, Corp. Miami, Florida

In Charge and responsible for all company operations. For the first 7 years: Responsible for accounts receivables, accounts payables, all accounting matters, acquisition and retention of clients and all other office related matters. For the last year: Responsible for all company's field operations in relation to Pest Control, Arboriculture and Landscape maintenance activities. Responsible for training, education, supervision, performance and operation of all employees. Responsible for quality assurance, inventory, equipment upkeep / control; and chemical storage and safety.

SENIOR ACCOUNT MANAGER / CERTIFIED PEST CONTROL OPERATOR/ ISA CERTIFIED ARBORIST
YEARS EMPLOYED (EX: 2019 - PRESENT)
Brightview Landscape Services, Inc. Medley, Florida

In charge of all maintenance service operations of the Village of Bal Harbour areas. Included but not limited: basic landscape maintenance, schedules, employee performance, quality control, landscape improvements, irrigation system performance, Agronomics, etc.

Education

HIGH SCHOOL DIPLOMA YEARS ATTENDED (EX: 1989 - 91)
Hialeah High School Hialeah, Florida
Graduated with Honors. Was placed in the top five percent of all students in Dade County, Florida
3 YEAR COLLEGE DEGREE YEARS ATTENDED (EX: 1991 - 94)
Miami Dade Community College Miami, Florida

Skills

- Over twenty-eight years of experience on the management field.
- Experience on commercial accounting and budget control (P&L); as well as future projections.
- Extensive computer skills such as the handling of different professional suites such as: Lotus, Corel, Microsoft, etc. as well as operating systems such as QuickBooks, Pest Pac, etc.
- Broad knowledge of business relations and communication.
- Extensive vocabulary in both English and Spanish.
- Broad knowledge of Human Resources and Office related subjects.
- Experience in RFQ and RFP's document preparation.
- Many years of experience in customer relations.
- Extensive field experience in handling sensitive accounts.
- Prepared in the development and establishment of new markets.
- Prepared and trained as an oral speaker. Well capable of doing any oral presentation or other public speaking matters.
- Familiar with LAN functions and parameters.
- Extensive knowledge on preparation and implementation of employee training programs.
- Broad knowledge of scheduling and routing of accounts of all types.
- Typing skills in both English and Spanish at over 60 words per minute.
- Many Internet skills including web design and HTML programming.
- Many secretarial skills such as filing, record keeping, data entry, etc.
- Well educated on the importance of following superior's instructions as well as company's policies.
- Responsible for "on-the-field" testing of new products and techniques.
- Certified with high scores in three different categories of Pest Control by DACS, such being: General Household, Lawn and Ornamental and Wood Destroying Organisms.
- Broad knowledge of Entomology, Horticulture and other subjects related to insect and rodent control, their biology and behavior.
- International School of Arboriculture (ISA) Certified Arborist.
- Extensive knowledge of different IPM techniques for successful programs.

Accreditations

Certified Pest Control Operator (3 categories) - License # 9193.
ISA Certified Arborist - License # FL-0020-A
GI BMP Certified
FDOT Certified

Documents

428 All documents, including originals when necessary, and proof of all claims within this resume are available upon request.

LICENSES – PROJECT MANAGER

CERTIFICATE OF COMPLETION

JEHIEL BENAVIDES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:



A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Archer FL 32618
Phone: 352-339-6553

Verify this Certificate by visiting www.motadmin.com

12/15/2023
Issue Date

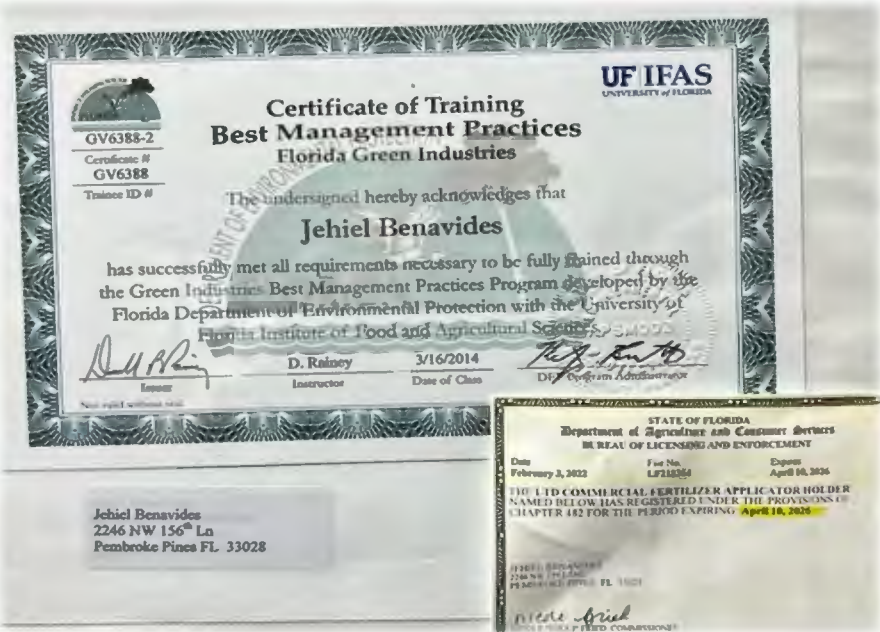
12/12/2027
Expiration Date

J. H.
Instructor

618182
Certificate No.



LICENSES – PROJECT MANAGER



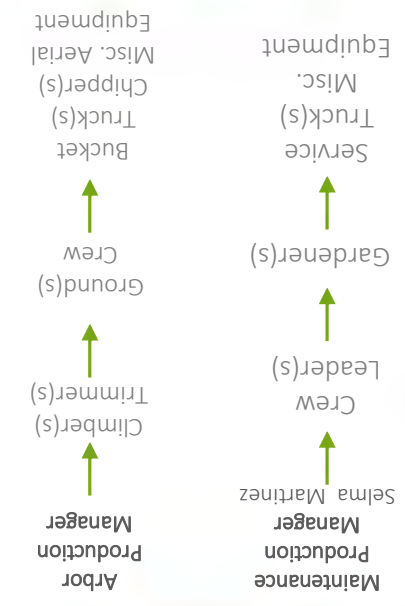
QUESTIONNAIRE

1. Number of years of relevant experience. **85 + Years**
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services. **Enclosed within**
3. Provide an organizational chart for the Proposer firm. **Enclosed within**
4. Describe Proposer's qualifications and experience in the provision of street **sweeper services**. **Enclosed within – Landscape Maintenance services**
5. Have any agreements held by Proposer for a project ever been canceled or terminated? **None locally**
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years? **No**
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? **No**
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation? **No**
9. Is the Proposer a party to any pending litigation? **None Locally**
10. Has the Proposer been a party to any lawsuit filed within the last 10 years? **Yes**
11. Please list any person involved in this Proposal that is not listed above. **N/A**
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation. **None**
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities? **No**

BV SERVICE TEAM | ORG CHART

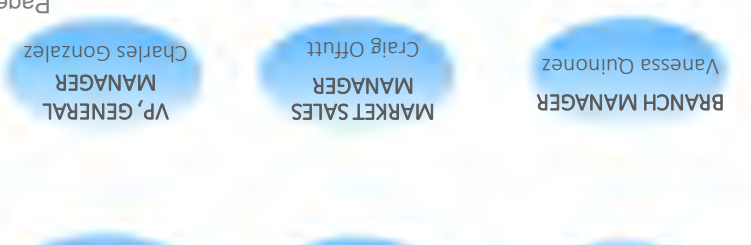
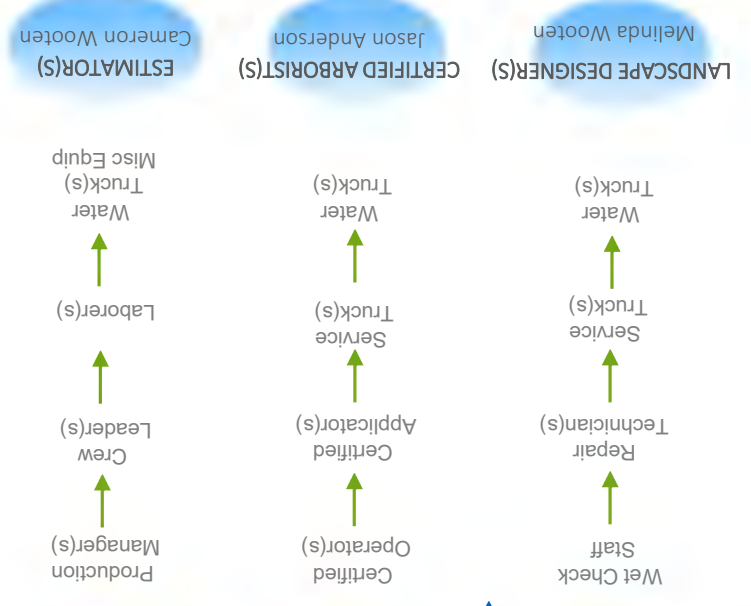


ADDITIONAL SUPPORT



432

TECHNICAL SERVICE SUPPORT



CURRICULUM VITAE

Enclosed details within

BrightView provides high-quality landscape services with an unwavering commitment to client service. As the nation's leading commercial landscaping services company, BrightView's 23,500 team members provide services ranging from landscape maintenance and enhancements to tree care and landscape development for thousands of client properties, including corporate and commercial properties, homeowners' associations, public parks, hotels and resorts, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses. BrightView landscapes positively impact millions of lives every day.



CLIENT REFERENCES



March 9, 2024

Re. Professional Recommendation for Brightview Landscaping

To whom it may concern:

Through Brightview's dedication, their work meets and often exceeds the standards of excellence demanded by a community such as Ocean Reef. They are very responsive and pay attention to details of their operation while ensuring that their employees meet the highest levels of safety standards. Moreover, they are alert to potential hot spots that pose security risks for the community, such as blind spots, overgrown tree limbs, and even terrain along the walk paths that serve as trip hazards for the community. From the initial planning stages to the final execution, their team consistently demonstrates a deep understanding of landscape design principles, environmental considerations, and client preferences. Their attention to detail ensures that each project is tailored to our unique needs and vision, resulting in stunning outdoor spaces that enhance aesthetic appeal and functionality.

One of Brightview's most impressive qualities is its ability to integrate creativity with practicality seamlessly. Whether designing a tranquil garden oasis, creating a sustainable landscape solution, or maintaining pristine outdoor environments, Brightview approaches each task with creativity, innovation, and a keen eye for detail. Their passion for their craft shines through the meticulous care they devote to every project, regardless of scale or complexity.

Brightview's team of skilled professionals is dedicated and punctual, as well as highly reliable and trustworthy. They play a crucial role for the Ocean Reef Community Association during storm events, where their initial push to clear debris and damaged landscaping is always prompt and efficient. Their reliability and trustworthiness are unmatched, making them a secure choice for any landscaping project. Working with Brightview is not just a partnership; it's a seamless collaboration built on trust, transparency, and mutual respect.

In summary, I recommend Brightview Landscaping as a trusted partner for any landscaping endeavor. Their unparalleled expertise, creativity, and commitment to client satisfaction make them an invaluable asset to any project. I am confident that they will continue to exceed expectations and set the standard for excellence in the landscaping industry.

Please get in touch with me at artime@orcareef.com if you require any further information or clarification regarding my recommendation.

Sincerely,

Ariel Artime, Vice President
Director Public Safety and Operations
Ocean Reef Community Association

OCEAN REEF COMMUNITY ASSOCIATION

24 Dockside Lane, #505 • Key Largo, Florida 33037 • 305.367.3067 • Fax 305.367.4246 • orca@orcareef.com

CLIENT REFERENCES

Angel Blanco, CGC
Public Works Superintendent
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33128
Ablanco@keybiscayne.fl.gov
305-365-1243
March 27, 2024

To Whom It May Concern,

I am writing this letter to express my sincere appreciation and commendation for the outstanding performance of BrightView Landscaping Company and their dedicated staff. As a Superintendent of Public Works at the Village of Key Biscayne, I have had the pleasure of collaborating with BrightView on multiple projects, and each experience has been nothing short of exceptional.

BrightView Landscaping Company has consistently demonstrated a level of professionalism, expertise, and attention to detail that is truly commendable. From the initial consultation to the final implementation of landscaping projects, their team exhibits a commitment to excellence that is evident in every aspect of their work.

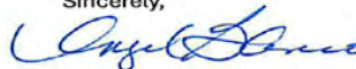
One of the most impressive qualities of BrightView is their team of skilled professionals. From their Account Manager Dr. Vincent Carignan, Field Supervisor Luis Santiago, to the maintenance crews and project managers, every member of the BrightView team exemplifies a high level of competence and dedication. They possess a deep understanding of landscaping principles and techniques, allowing them to deliver innovative solutions tailored to each client's unique needs and preferences.

In addition to their technical proficiency, the staff at BrightView consistently go above and beyond to ensure client satisfaction, and responsiveness to Village requests and its residents. They communicate effectively, provide regular updates on project progress, and are always willing to address any concerns or questions that may arise. Their commitment to delivering exceptional customer service sets them apart in the industry and makes them a pleasure to work with.

Furthermore, BrightView Landscaping Company operates with a strong emphasis on sustainability and environmental stewardship. They incorporate eco-friendly practices and materials into their projects whenever possible, demonstrating a genuine commitment to creating beautiful landscapes that are also environmentally responsible.

In conclusion, I wholeheartedly recommend BrightView Landscaping Company and their staff for any landscaping project, large or small. Their professionalism, expertise, and dedication to customer satisfaction make them a valuable partner for any organization. I look forward to continuing to collaborate with BrightView on future projects and am confident that they will continue to exceed expectations.

Sincerely,



Angel Blanco, CGC

Public Works Superintendent
Village of Key Biscayne

CLIENT PERFORMANCE EVALUATION SURVEY

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: BrightView Landscape Services

Point of Contact: Carlos Sanchez

Phone and email: 305-213-2892

Nature of services provided: Landscape maintenance and new project installations

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10
2	Accessibility of firm's staff and principals	10
3	Ability to ensure the project is completed on-time and within budget	10
4	Responsiveness	10+
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10+
9	Overall customer satisfaction	10+

Overall Comments: Please see attached recommendation letter.

Company providing Referral: Village of Key Biscayne

Contact Name: Angel Blanco, CGG PW Superintendent

Contact Phone and e-mail: Abianco@KeyBiscayne.FL.gov

Date of Services: 10/1/23 3yr contract +1+1

Dollar Amount for Services: \$1,231,407.27

436

CLIENT PERFORMANCE EVALUATION SURVEY

PERFORMANCE EVALUATION SURVEY VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: Brightview Landscapes

Point of Contact: Luke Facarrazzo

Phone and email: 954-441-1111

Nature of services provided: Landscaping, sports fields, parks and recreation, pressure washing.

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10
2	Accessibility of firm's staff and principals	10
3	Ability to ensure the project is completed on-time and within budget	10
4	Responsiveness	10
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10
9	Overall customer satisfaction	10

Overall Comments:

*Very Responsive to Emergencies/activities during
weekend or after hours. Here had my 156000 budget*

Company providing Referral: City of Aventura

Contact Name: Alan Levine Director of Public Works

Contact Phone and e-mail: Levinea@cityofaventura.com 305-218-6844

Date of Services: 1995- Current

Dollar Amount for Services: \$1.5 million +

437

CLIENT PERFORMANCE EVALUATION SURVEY



City Commission

Larisa Svechin
Mayor

Alex Lama
Vice Mayor

Jerry Joseph
Commissioner

Fabiola Stuyvesant
Commissioner

Jeniffer Viscarra
Commissioner

Stan Morris
City Manager

Mauricio Betancur
City Clerk, CMC

April 5, 2024

To Whom It May Concern,

I highly recommend BrightView Landscaping Services, for their outstanding landscaping maintenance services. Throughout our partnership, they have shown unparalleled service, professionalism, and a commitment to excellence. Their team delivers high-quality, customized services aligning with our values and enhancing our working environment.

BrightView Landscaping Services responsiveness, flexibility and open communication have been crucial in maintaining our facilities and right-of-way operations smoothly. Their dedication to customer satisfaction distinguishes them in the industry

I confidently endorse BrightView Landscaping Services to organizations seeking reliable landscaping services.

Sincerely

A handwritten signature in black ink, appearing to read "Fabricio Volpi".

Fabricio Volpi, Public Works Director

CLIENT PERFORMANCE EVALUATION SURVEY



CJ Rivera
Director of Facilities
786 538 1877

5300 ISLAND BOULEVARD AVENTURA, FLORIDA 33160
[REDACTED]

TO: Village of Bal Harbour

RE: Letter of Recommendation for BrightView

I, CJ Rivera, Director of Facilities at Williams Island; have worked with BrightView Landscape Services, Inc for five years now. Throughout this tenure, Williams Island has received an outstanding service. Our Account Manager has always been pro-active and aware of all our needs. His staff on the island always takes extra care of our grounds. I receive multiple compliments from our residents on the outstanding work that BrightView performs. Anytime we make special requests, they make time to accommodate and ensure these needs are met in a timely manner.

Moreover, during the hurricanes we have encountered, BrightView has assigned an on-property manager to stay throughout the storm for immediate response. This staff person, begins the cleanup and assess damages, devises the most effective strategy for cleanup, and reports his findings back to the my staff within hours. Following, the crew will come in with the required trucks and equipment to restore the property's landscaping.

I have the utmost confidence in giving my recommendation to any community or municipality that is looking to hire BrightView Landscape Services, Inc. as their service provider.

Sincerely,

ADDITIONAL FORMS

FORM 1 QUESTIONNAIRE

Firm Name: Brightview Landscape Services, Inc.

Firm Address: 2711 SW 36th Street Dania Beach Fl. 33312

Firm Contact Information: Vanessa Quinonez | 305 785 7942 | Vanessa.Quinonez@brightview.com

Firm Representative (name and title): Vanessa Quinonez | Branch Manager

Representative Contact Information: 305 785 7942 | Vanessa.Quinonez@brightview.com

Firm Type (circle one): Individual Partnership **Corporation**

If Corporation:

Date and Place of Incorporation: Florida | 12-15-1988

If Foreign Corporation: N/A

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President: _____

Vice President: _____

Treasurer: _____

Board of Directors: _____

If Partnership: N/A


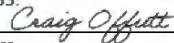


Date and Place of Organization: _____


Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:  _____ Signature Charles Gonzalez _____ Print Name	IF INDIVIDUAL _____ Signature _____ Print Name
WITNESS:  _____ Signature Craig Offutt _____ Print Name	IF PARTNERSHIP: _____ Print Name of Firm
_____ Print Name Susan DeSantis	_____ Address By: General Partner _____ Print Name
WITNESS: Signature  _____ Print Name	IF CORPORATION: Brightview Landscape Services, Inc. Print Name of Firm 2711 SW 36th Street Dania Beach Fl. 33312 Address By:  _____ President Charles Gonzalez _____ Print Name

(CORPORATE SEAL)
Attest: 

ADDITIONAL FORMS

Survey's have been sent via email & enclosed

PERFORMANCE EVALUATION COVER LETTER AND SURVEY
Number of pages including this cover: 2
REQUEST FOR PROPOSALS NO. 2024-02
LANDSCAPE MAINTENANCE AND BEAUTIFICATION SERVICES

March 12, 2024

To:

Phone:

Fax:

E-mail:

Re: Performance Evaluation of _____

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2024-02, requesting proposals from qualified and experienced landscape maintenance and beautification service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide landscape maintenance and beautification services to the BHCA by a licensed contractor. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to John Oldenburg by email at joldenburg@balharbourfl.gov.

Thank you for your time and effort in this matter.

John Oldenburg, Director, Public Works and Beautification Department

PERFORMANCE EVALUATION SURVEY
VILLAGE OF BAL HARBOUR RFP NO. 2024-02

Company Name: _____

Point of Contact: _____

Phone and email: _____

Nature of services provided: _____

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to John Oldenburg by email at joldenburg@balharbourfl.gov.

ADDITIONAL FORMS

FORM 3 DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES NO

Brightview Landscape Services, Inc.

NAME OF BUSINESS: _____

SIGNATURE: _____



ADDITIONAL FORMS

FORM 4
SWORN STATEMENT PURSUANT TO
FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.
 by: Charles Gonzalez
(print individual's name and title)
 for: Brightview Landscape Services, Inc.
(print name of entity submitting sworn statement)
 whose business address is: 2711 SW 36th Street Dania Beach Fl. 33312
 and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws 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,

62

executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which 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 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 and convicted of a public entity crime after 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 after 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 after 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).

Signatures Next Page

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.

Charles Gonzalez
 Signature

Sworn to and subscribed before me this 10th day of April, 2024.

Personally known _____

OR
 Produced identification _____

 Type of identification

Notary Public, State of _____

My commission expires: _____

Printed, typed or stamped commissioned name of notary public

Yanjanie Ballesteros



ADDITIONAL FORMS | BHCA PRICING

**RFP-2024-03 BHCA Landscape Maintenance / Beautification Services
Price Sheet Additional Labor Rates**

ADDITIONAL LABOR RATE WORKSHEET			
COMPANY NAME: BrightView Landscape Services, Inc.			
Not to Exceed (NTE) Hourly Labor Rates (for Work other than specified herein, at the direction of the City).			
Item #	Job Classification		Total Cost
1	Hourly rate per Horticulturist/Contractor Representative	Regular Time	\$112
		Over-time	\$178
2	Hourly rate per Laborer/Groundskeeper	Regular Time	\$35
		Over-time	\$52.50
3	Hourly rate per Irrigation Technician	Regular Time	\$55
		Over-time	\$82.50
4	Hourly rate per Large Equipment Operator	Regular Time	\$55
		Over-time	\$82.50
5	Hourly rate per Supervisor/Foreman	Regular Time	\$55
		Over-time	\$82.50
6	Hourly rate per Climber	Regular Time	\$75
		Over-time	\$112.50
7	Hourly rate per Certified Arborist	Regular Time	\$125
		Over-time	\$187.50
8	Hourly rate per Pressure Cleaning Technician	Regular Time	\$35
		Over-time	\$52.50
9	Hourly rate per Pest Control Technician	Regular Time	\$55
		Over-time	\$82.50
NOTE: THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL PROPOSER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.			

ADDITIONAL FORMS | BHCA PRICING

RFP-2024-03 BHCA Landscape Maintenance / Beautification Services
Price Sheet Additional Materials Costs

RFP-2024-03 BHHCA Landscape Maintenance / Beautification Services			
ADDITIONAL MATERIALS WORKSHEET			
Additional Materials & Services (Not specified herein, to be installed at the direction of the Village)			
Item #	Job Classification	Quantity	Unit Price including Preparation & Installed
1	St. Augustine Sod	Pallet	\$ 550 -
2	Bermuda Sod	Pallet	\$ 660 -
3	Zoysia Sod	Pallet	\$ 720 -
4	Coccina Sand	Cubic Yard	\$ 300 -
5	Recycled Round-wood Mulch Dark Brown Color	Cubic Yard	\$ 65 -
6	Seasonal Color 4.5"	32,520 ea.	\$ 2.60 -
7	Planting Soil Mix	Cubic Yard	\$ 55 -
8	"Muck-sand-soil"	Cubic Yard	\$ 65 -
9	"Palm Special" Fertilizer (8N-2P2O5-12K2O +4Mg) with micronutrients.	50 lb Bag	\$ 85.50-
10	Complete slow release Fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15,	50 lb Bag	\$ 96.80-
11	Scotts®Nature Scapes®advanced, classic black	Bag	\$ 6.80 -
12	Irrigation System Design-Build/Repairs <i>(Complete installation of irrigation sytem;inclusive of main-line, timers, valves, required parts, etc.)</i>	Linear Foot	\$ 25 -
13	Tree Pruning (less than 12" caliper)	Each	\$ 125 -
14	Tree Pruning (12" caliper or larger)	Each	\$ 225 -
15	Palm Pruning (less than 12" caliper)	Each	\$ 35 -
16	Palm Pruning (12" caliper or larger)	Each	\$ 75 -
17	Tree/Palm Stump Grinding (less than 12" Diameter)	Each	\$ 155
17	Tree/Palm Stump Grinding (Greater than 12"	Each	\$ 300
18	Percentage above wholesale cost to provide and install <i>Cocos Nucifera Coconut Palms</i>	Each	% 55
19	Percentage above wholesale cost to provide and install 1 gal. to 45 gal. plants	Each	% 55
20	Percentage above wholesale cost to provide 15 gal. to 100 gal. trees	Each	% 55

NOTE: AS IT RELATES TO ITEMS #18 -20 ABOVE, THE BHCA RESERVES THE RIGHT TO NEGOTIATE THESE COSTS TO INSTALL PLANT MATERIAL FROM THE SUCCESSFUL PROPOSER SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE VILLAGE RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM 445 OTHER CONTRACTORS.

SUPPLEMENTAL INFORMATION



The information in its entirety is proprietary and confidential, used only for the purposes of considering the nature and scope of your business relationship with BrightView. The contents of this Response are not to be shared with any present or future service provider. Retention of this Response to Request for Information signifies your agreement to treat the information as confidential.

BRIGHTVIEW SERVICE COMMITMENTS

- ✓ BV will present a clear scope of work with a weekly operation plan and status report
- ✓ BV will provide a dedicated on-site team with daily supervision
- ✓ BV will provide the right equipment to keep areas clean: green debris cleanup
- ✓ BV will provide a quality site assessment each month that will deliver a clear picture of improvements
- ✓ BV will provide monthly irrigation and agronomic reports that detail issues and or potential problems with solutions
- ✓ BV will develop a schedule for weekly and monthly meetings and property walks; set up reporting formats
- ✓ BV will take soil samples to apply to agronomy program
- ✓ BV will provide an Emergency Response Plan
- ✓ BV will provide digital enhancement renderings for any special projects or for areas in need of improvement
- ✓ BV will provide the municipality with a team that is E-Verify and will ensure 100% compliance with all labor and immigration laws
- ✓ BV will provide the municipality with a team that is properly trained, licensed with authority to remedy situations that arise during service
- ✓ BV will provide the necessary labor, equipment and financial capacity to meet the service expectations of the municipality
- ✓ BV will provide a reinvestment landscape certificate as a token of our commitment to the municipality
- ✓ A partnership with BV represents “Opportunity & Optimism”

LANDSCAPE MANAGEMENT



Weekly Site Walks



Ready Trained Enabled Crews



Communication



IRRIGATION MANAGEMENT

Irrigation zone map

BrightView
 (905) 258-0011
 Email: carlos.victoria@brightview.com
 Date: 05/20/20

Timer Map for:
 Bay Harbor Islands



- Timer 1: 21 zones (103 St & W Broadview)
- Timer 2: 8 Zones (Bridge Waterway)
- Timer 3: 7 Zones (96 St & W Broadview)
- Timer 4: 10 Zones (Causeway West)
- Timer 5: 15 Zones (Causeway Center)
- Timer 6: 5 Zones (Causeway East)
- Timer 7: 2 Zones / No power (95 St & E. Broadview)

- Timer 8: 7 zones (South Passive Park)
- Timer 9: 2 Zones / No power (95 St. & W. Broadview)
- Timer 10: 4 Zones (95th St. Park)
- Timer 11: 20 Zones (92 St. Park)
- Timer 12: 21 Zones (98th St. Park)
- Timer 13: 7 Zones (E. Kane Concourse)
- Timer 14: 6 Zones / No power (W. Kane Concourse)



Skilled Technicians & Communication Reports



AGRONOMICS



What is IPM?

Integrated Pest Management is a science-based approach that combines a variety of activities. By studying their life cycles and how pests interact with the environment, IPM professionals can manage pests with the most current methods to improve management, lower costs, and reduce risks to people and the environment.

IPM tools include:

- Add sunscreens
- Add beneficial insects/organisms
- Grow plants that resist pests
- Outcrop development of pest
- Prevention of pest problem developing
- Disrupt insect behavior
- Use pesticides

1 IDENTIFY/MONITOR

Determine the causal agent and its abundance to assist your local extension agent for help.

2 EVALUATE

The results from monitoring will help to answer the questions: Is the pest causing damage? Do we need to act? As pest numbers increase toward the economic threshold further treatments may be necessary.

3 PREVENT

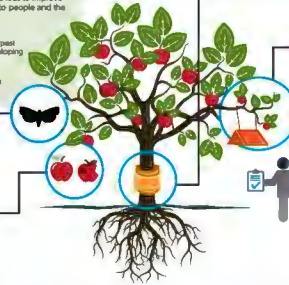
Some pest problems can be prevented by using resistant plants, planting slowly, rotating crops, using barriers against climbing pests, sanitation, and sealing cracks in buildings.

4 ACTION

IPM uses multiple tools to reduce pests below an economically damaging level. A careful selection of preventive and curative treatments will reduce reliance on any one tactic and increase likelihood of success.

5 MONITOR

Continue to monitor the pest population. If remains low or decreases, further treatments may not be necessary, but if it increases and exceeds the action threshold, another IPM tool should be used.



WHERE CAN YOU PRACTICE IPM?



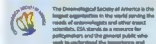
Buildings and Homes: Inspect, identify pests, keep pests out, clean to deny pests food and water, vacuum, flea, or use low-risk pesticides.



Farms: Check for pests/pest damage regularly, identify economic, choose pest-resistant plant varieties, encourage/biocontrol beneficial insects, tree planting to avoid pests, and if needed use low-risk pesticides.



Managed Natural Systems: Identify the pest and use management options that have minimal risk to pollinators, humans, and pets.



The Department of Agriculture in the United States is the world's largest organization in the world serving the needs of horticulturists and other food producers. US leads in a research for horticulturists and the general public with diversity of earth's food items. US horticulturists, learn more at www.usda.gov.



State Certified Operators | Applicators



LANDSCAPE DESIGN

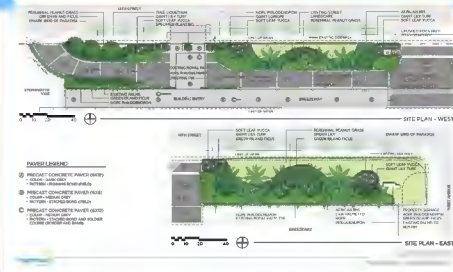


Certified Landscape Designers and State Licensed Architects



Design

offering landscape architecture, urban design, and planning



LANDSCAPE ENHANCEMENTS



FNGLA Certified Landscape Contractor & Professionals



ARBOR CARE STORM PREP & RECOVERY



TCIA & OSHA Safety Certified



Ready Trained Enabled Crews & ISA Certified Arborist(s)



KEY ELEMENTS TO A HEALTHY LANDSCAPE



NUTRITION



THE NINE FLORIDA-FRIENDLY PRINCIPLES

1 RIGHT PLANT, RIGHT PLACE

Plants selected to suit a specific site will require minimal amounts of water, fertilizers and pesticides.

2 WATER EFFICIENTLY

Irrigate only when your lawn needs water. Efficient watering is the key to a healthy Florida yard and conservation of limited resources.

3 FERTILIZE APPROPRIATELY

Less is often best. Overuse of fertilizers can be hazardous to your yard and the environment.

4 MULCH

Maintaining a 3-inch layer of mulch will help retain soil moisture, prevent erosion and suppress weeds.

5 ATTRACT WILDLIFE

Plants in your yard that provide food, water and shelter will attract Florida's diverse wildlife.

6 MANAGE YARD PESTS RESPONSIBLY

Unwise use of pesticides can harm people, pets, beneficial organisms and the environment.

7 RECYCLE

Grass clippings and leaves provide nutrients to the soil and reduce waste disposal when reused on the landscape.

8 REDUCE STORMWATER RUNOFF

Water running off your landscape can carry pollutants such as soil, debris, fertilizer, gasoline and pesticides that can adversely impact water quality. Reduction of this runoff will help prevent nonpoint-source pollution.

9 PROTECT THE WATERFRONT

Waterfront property, whether on a river, stream, pond, bay or beach, is very fragile and should be carefully protected to maintain freshwater and marine ecosystems.



METHODOLOGY

BrightView takes a practical, customer-focused approach to delivering landscape services. BrightView will staff the community with the appropriate staffing and requirements set forth in the RFP. This team will consist of highly trained and equipment-certified personnel with strong tenured backgrounds in grounds maintenance, roadways, and medians. An on-site manager equipped with several modes of communication, including a smartphone, tablet, and two-way radio, will also be on staff.

We will provide additional BrightView staff trained in complete agronomic care. These professionals have extensive knowledge of irrigation system management and programming, ET-based systems, water conservation approaches, fertilization, herbicides, and Integrated Pest Management (IPM). These teams will be dispatched to aid and assist our on-site team as needed. We will have a complete array of specialized equipment on-site, including all two-cycle equipment, utility vehicles, spray, and fertilization units.

BrightView will perform an initial inspection. This inspection will include soil testing with lab analysis and applications to correct turf, shrub, groundcover, and palm needs. We will provide a complete photographic inventory with start-up conditions, safety, hazard, and security inspections. Provided within our package, you will notice attached: a plant replacement list for dead, missing plant material.

An annual calendar of all services to be rendered throughout the year will be provided to the management immediately. A complete start-up report, including findings plus recommendations for upgrades and enhancements, will be provided within the first 30-60 days to ensure your property looks as aesthetically pleasing as possible.

We pride ourselves on delivering on our promises. Satisfying customers is at the core of everything BrightView does. BrightView is fanatic about measuring and improving the way it creates and delivers upon client expectations. We use many reporting and follow-up procedures, including customer surveys, to measure our performance.

Your complete satisfaction is our #1 goal.





BRIGHTVIEW PLAN FOR RESULTS

PRE-SERVICE

- Branch planning meeting
- Identify and mitigate any safety hazards
- Meet your Client Service Team
- Establish communication, reporting expectations & preferences
- Individual site planning

30 DAYS

- Initial site walk-through
- Week 1 Alignment Check
- Week 2 Alignment Check
- 30 Day Alignment Check
- Receive first invoice

60 DAYS

- Site walk of facility
- Receive Customer Satisfaction Survey
- Review survey responses with your Client Service Team
- Align and strengthen areas in need of improvement

90 DAYS

- Site walk of facility with your Client Service Team
- Review 90 Day Follow-up Partnership Transition Guide
- Check progress and/or completion of key site initiatives



It is my job to ensure a smooth transition for our Clients and our Team With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Vanessa Quinonez
Branch Manager



QUALITY SITE ASSESSMENTS

QSA

- Maintenance Items
- Property Enhancements
- Completed Items
- Notes to Owner | Misc. Items

General Information

DATE: Monday, Apr 08, 2024
 NEXT QSA DATE: Monday, Apr 15, 2024
 CLIENT ATTENDEES: Kenson Prudent
 BRIGHTVIEW ATTENDEES: Jehiel Benavides

Customer Focus Areas

collins ave, Palm tree pits clean up along Collins, Beach, Beach landscape

Quality you can count on.



1 / 17

Maintenance Items



17 Nicely maintained hedges at the islands in the center of Collins. Only a few minor details need to be done in the area.

18 Nicely maintained hedges at the islands in the center of Collins. Only a few minor details need to be done in the area.

19 The flowers are the founders circle continue to do well. We do not feel there is a need to replace them at this time even though we will have to soon.

20 The flowers are the founders circle continue to do well. We do not feel there is a need to replace them at this time even though we will have to soon.

BRIGHTVIEW STANDARDS OF EXCELLENCE



Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs



SUPPORTIVE ROLES

PERSONNEL JOB DESCRIPTIONS

Branch Manager – Vanessa Quinonez– Oversees all Branch operations within including labor, equipment, customer service, safety and all administrative functions.

Assistant Branch Manager – Greg Stevens – Oversee Branch Account Manager to ensure quality and labor

Office Manager – Liliana Cardona – Implements the day-to-day tasks of managing customer service, directing calls, billing, and emergencies.

Sr. Account Manager | Program Managers - As the primary customer contact, the AM develops and maintains schedules for maintenance work and ensures compliance to job specifications and quality control standards; proactively communicates to customer and BrightView team members.

Crew Leader – Schedules the workload for their crew and ensures the readiness of workers, tools and materials.; always maintains safe-working conditions: including job site and crew operation.

Agronomic Technicians – Jean Beavis & Ian Rodriguez The agronomic technician is licensed and knowledgeable in the safe application of fertilizers, insecticides, herbicides, and fungicides.

Enhancement Manager – Ramiro Fernandez Designs and selects premium Plants for renovations; purchases plant materials and prepares project for installation; monitors proper planting procedures and color over the life of the project.

Irrigation Technicians – Carlos Victoria Monitors inspections, irrigation checks, cleaning, repairs, and adjusting of your irrigation system; generates reports to identify repairs, consumption use requirements, and upgrades.

Irrigation Assistant – Assists in the daily management of the irrigation system and performs repairs and adjustments, and monitors malfunctions and potential leaks.

Arbor Manager – Jason Anderson assists in the production, supervision of trimming the trees and palms. ISA Certification

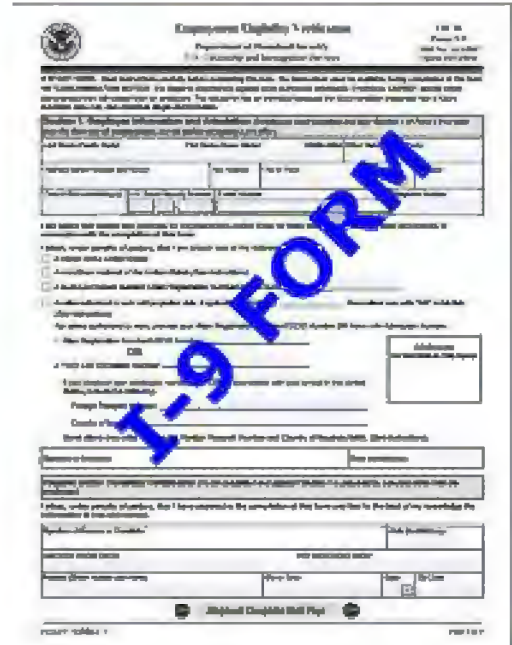
Trained Gardeners – Responsible for daily compliance of job specifications and quality standards; knowledgeable in all materials, equipment, and safety programs; proactively deals with potential problems, ensures safe working conditions at job site and identifies potential liabilities on the property.

PRESERVING A SAFE WORK ENVIRONMENT

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER



- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization’s participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client’s sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.



E-VERIFY

Account 107519 BRIGHTVIEW LANDSCAPE DEVELOPMENT INC Receipt 182-250564 MAILING ADDRESS BRIGHTVIEW LANDSCAPE DEVELOPMENT INC 24151 VENTURA BLVD CALABASAS, CA 91302	View
Account 132537 BRIGHTVIEW LANDSCAPE SERVICES, INC Receipt 189C-275685 MAILING ADDRESS BRIGHTVIEW LANDSCAPE SERVICES, INC 4155 E MOWRY DR HOMESTEAD, FL 33033	View
Account 65035 BRIGHTVIEW LANDSCAPE SERVICES Receipt 324-9896 MAILING ADDRESS BRIGHTVIEW LANDSCAPE SERVICES 24151 VENTURA BLVD CALABASAS, CA 91302	View
Account 65936 BRIGHTVIEW LANDSCAPE DEVELOPMENT Receipt 324-9949 MAILING ADDRESS BRIGHTVIEW LANDSCAPE DEVELOPMENT INC 24151 VENTURA BLVD CALABASAS, CA 91320	View
Account 0207	



U.S. Citizenship
and Immigration
Services

EMPLOYEE TRAINING



Equipment Certification: Riding Mower (Less than 72" Capacity) Certificación del equipo: Cortacésped de montar

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK – SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Checks site conditions: obstacles, slopes, trash, debris, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos
3	Wears proper PPE, including eye protection, ear protection, safety-toe boots, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección auditiva, botas de punta de seguridad y chaleco de seguridad
4	Checks for loose nuts, bolts and screws and ensures all guards and shields in place Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar
5	Ensures blades are properly mounted and sharp Asegura que las cuchillas estén en su lugar, afiladas y bien montadas
6	Checks the oil and air filter before starting the unit each day Revisa el nivel del aceite y el filtro de aire antes de encender la unidad cada día
7	Removes trash and debris in front of the mower or prior to mowing Retira la basura y los escombros antes de comenzar la siega
8	Check tires for proper inflation Asegúrese que las llantas estén infladas apropiadamente
9	Sets deck for correct mowing height Fija la cubierta para la altura de siega correcta



Equipment Certification: Backpack Power Blower Certificación del equipo: Sopladora de fuerza

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK: SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Checks site conditions: obstacles, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos
3	Wears proper PPE, including eye protection, ear protection, safety-toe boots, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección auditiva, botas de punta de seguridad y chaleco de seguridad
4	Checks for loose nuts, bolts, screws and clamps and ensures all guards and shields in place Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar
5	Does not wear loose clothing or scarf No usar bufanda o ropa suelta
6	Sets and adjusts straps to fit properly Establece y ajusta las correas para queden correctamente



Equipment Certification: Power Hedge Trimmer (Gas Shears) Certificación del equipo: Recortadora de cercos (tijeras de gas)

Check each competency as the employee independently demonstrates the ability to perform as required.
Compruebe cada habilidad del trabajador que independientemente demuestre la capacidad de cumplir según como requerido.

PRE-START CHECK – SAFETY AND READINESS INSPECCION DE PRE-COMIENZO – SEGURIDAD Y PREPARACION	
1	Familiar with the controls and is able to stop the engine quickly if necessary Familiarizado con los controles y es capaz de parar el motor rápidamente si es necesario
2	Wears proper PPE, including eye protection, ear protection, safety-toe boots, gloves (preferably leather), hedge trimmer chaps, and safety vest Usa equipo de protección adecuado, incluyendo protección para los ojos, protección para los oídos, botas de punta de seguridad, guantes (preferible de cuero), chaparreras, y chaleco de seguridad
3	Checks to ensure all safety devices are operating as intended; NEVER disables these devices <ul style="list-style-type: none"> • 'Stop switch' to quickly kill the engine • 'Throttle Lock-out' switch in the handle Revisa para asegurar que todos los dispositivos de seguridad están funcionando según lo previsto; NUNCA deshabilita estos dispositivos <ul style="list-style-type: none"> • 'Pare Interruptor' para rápidamente apagar el motor • 'Interruptor De La Cerradura' de la válvula reguladora en la manija
4	Checks for loose nuts, bolts and screws and ensures all guards and shields in place. Checks rubber grips on handle to ensure they have not loosened Verifique que no hay tuercas sueltas, pernos y tornillos y asegura todos los protectores en su lugar. Revisa los apretones de goma en la manija para asegurar que no se han aflojado
5	Uses only cutter blades designed for their machine and makes sure they are properly attached and sharp Use solo cuchillas de cortar diseñadas para su máquina y asegúrese que están atadas y sostenidas correctamente
6	Checks for a clean air filter before each use Antes de comenzar revisa el filtro de aire para asegurarse que está limpio
7	Does not operate machine when fatigued No opera maquina cuando fatigado
8	Checks site conditions: obstacles, slopes, inclement weather, hazards, pedestrian and vehicular traffic Revisa las condiciones del sitio: obstáculos, cuevas, basura, las inclemencias del tiempo, peligros, peatones y el tráfico de vehículos, y los escombros lanzados por el equipo
9	Checks hedge or shrubbery to be trimmed for hidden wire, metal or other obstacles, as well as stinging insects Revisa los cercos y matorrales que serán recortados para ver si hay alambres ocultos, metal u otros obstáculos, así como insectos que piquen



EMPLOYEE INCENTIVES

February 6, 2024

Safety Boot Program: Stepping it Up in Safety

Greetings BrightView Team,

At BrightView, safety is the keystone to everything we do, regardless of the situation or task. We are committed to ensuring everyone returns home each night to their loved ones in a safe and healthy manner.



As Dale mentioned recently after his many branch visits throughout the country, one immediate improvement he would like to prioritize – as it relates to safety – is team member footwear. Proper footwear for our field employees will allow them to be safer and more comfortable in the field as they serve our valued customers.

To further elevate our safety commitment at BrightView, **we're partnering with Red Wing Shoes – a leader in high-end safety shoes – for the BrightView Safety Boot Program to help ensure team member's feet are comfortable and safe.**

Who is Eligible?

The BrightView Safety Boot Program **will be launched to branches in phases beginning February 14, 2024.** At that time, eligible team members will receive their safety shoe voucher along with additional information. Please click [here](#) for more details or see the attached. Our goal is to have all eligible team members outfitted with new boots by May 1.

What's Next?

Initially, this program will be offered to most branch employees. Moving forward, the BrightView Safety Boot Program will remain an ongoing benefit for hourly crew members and crew leaders. (A new voucher will be issued to this group of employees every 18 months to update their Red Wing footwear). All identified team members will receive a \$140 voucher redeemable online or at any Red Wing Shoe location.

LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card – Construction Safety and Health
- FL Pesticide Applicator Certificate – Registered Tech
- BLS – Excavation Safety – Competent Person Training
- BLS – Forklift Safety – Trainer
- BLS Fall Protection Training
- BLS Fall Protection – Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamentals
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 20 years of management experience in the green industry
- Horticulturalist Degrees
- Agronomy Degrees
- Plant Science Degrees
- Masters of Business Administration



American Red Cross
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook

OFFICE OF DESIGN – ROADWAY STANDARDS SECTION
JANUARY 2016
TALLAHASSEE, FLORIDA



FEMA



NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS



IRRIGATION LICENSE



Luis Acosta, Certified Irrigation Technician
BrightView Landscape Services Fort Lauderdale, FL

David Prado, Certified Irrigation Technician
BrightView Landscape Services Miami, FL

Miguel Carmona, Certified Irrigation Technician
BrightView Landscape Services Miami, FL

Joey Malvas, Certified Irrigation Technician
BrightView Landscape Services Miami, FL



2:17:59 PM 2/18/2024

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

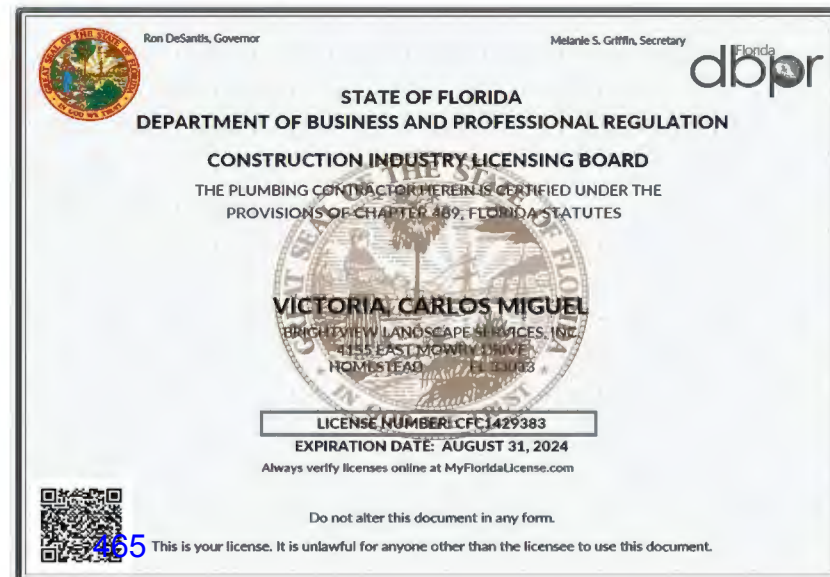
Licensee Information

Name:	VICTORIA, CARLOS M (Primary Name) BRIGHTVIEW LANDSCAPE SERVICES, INC. (DBA Name)
Main Address:	8975 SOUTHWEST 198TH TERRACE MIAMI Florida 33157
County:	DADE
License Location:	4155 EAST MOWRY DRIVE HOMESTEAD FL 33033
County:	DADE

License Information

License Type:	Certified Plumbing Contractor
Rank:	Cert Plumbing
License Number:	CFC1429383
Status:	Current,Active
Licensure Date:	09/17/2015
Expires:	08/31/2024

Special Qualifications	Qualification Effective
Construction Business	09/17/2015



LICENSES



Florida Department of Agriculture and Consumer Services

[Department Home](#) [Agricultural Environmental Services](#)

Licensee Report With Categories

License Types*

CM - COMMERCIAL APPLICATOR LICENSE

License Categories

Select Here

Licensee Counties

BROWARD

Run Report

Reset

Cancel

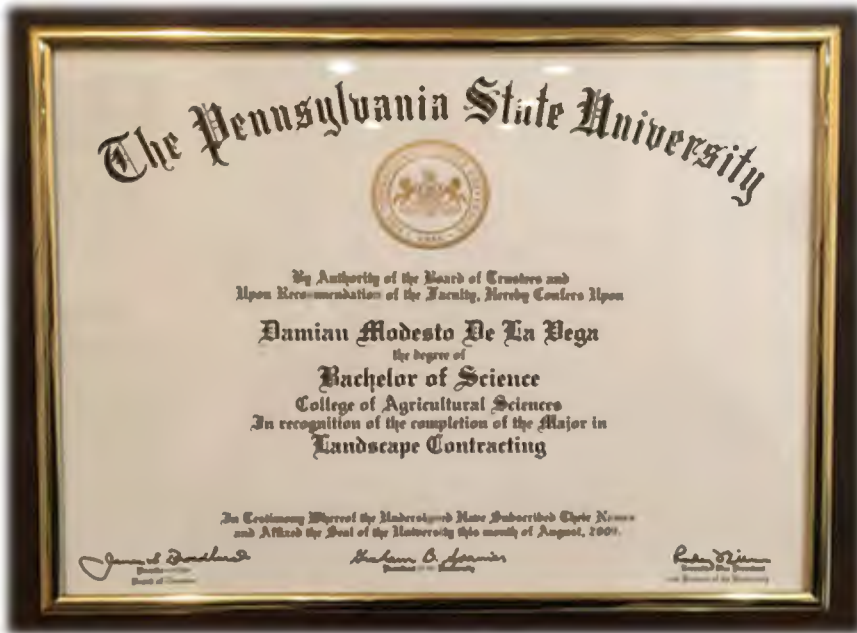
Export to Excel

Show/Hide Columns

Search: 2711 x

License #	Name	Issue Date	Expired Date	License Categories	Home Address	Business Address	Mailing Address	County	Home Phone	Business Phone
CM27436	WOOLBERT, PATRICK	4/4/2022	4/30/2026	ORNAMENTAL AND TURF PEST CONTROL	1350 NW 122 AVE PLANTATION, FL 33323	BRIGHTVIEW LANDSCAPING, 2711 SW 36TH ST DAVIE, FL 33312	1350 NW 122 AVE PLANTATION, FL 33323	BROWARD		786-786-6697

MISC



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27622

LEGGETT IV, CHARLES ALEX Categories
5846 CHESHIRE COVE TER 6, 21, 5A
ORLANDO, FL 32829

Issued: September 8, 2022 Expires: September 30, 2026


Signature of Licensee

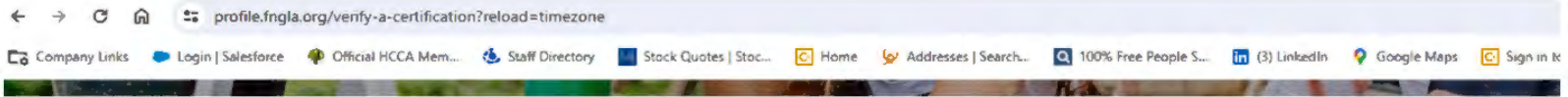

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

MISC LICENSES



FNGLA CERTIFICATIONS



Verify an FNGLA Certification

Please input the following information to find an FNGLA Certified Professional:

[← BACK TO SEARCH →](#)

Name: Hector Diaz Morales
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-292-9600
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 2/10/2022
Certification Expiration Date: 3/31/2025
Additional Memberships: Organizational Membership

Name: Tyler Drew
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-813-297-4695
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 11/21/2018
Certification Expiration Date: 12/31/2024
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Johnathan Giaquinta
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-292-9600
◦ Organization email:
Certification: FNGLA Certified Horticulture Professional
Certified Since: 6/2/2023
Certification Expiration Date: 6/30/2026
Additional Memberships: Organizational Membership

Name: Arturo Gomez
Organization: BrightView Landscape Services
◦ Organization Phone: ☎ 1-407-718-4006
◦ Organization email:
Shannon.Harry@Brightview.com
Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

EMERGENCY PLANNING



BrightView 

Let Us Help You Weather the Storm.

Have Peace of Mind with Pre-Authorized Storm Clean-Up.

Your BrightView team has an action plan that proactively addresses your needs in an emergency situation. With pre-authorized clean-up, we're on the ground canvassing your property to assess damage as soon as the storm has passed, and quickly dispatch the appropriate landscape and tree care services teams to address your needs, prioritizing safety first:

- Vehicle access is cleared, allowing emergency personnel access
- Debris from structural dwellings that may pose immediate risk is cleared
- Plant material that may have a chance of surviving is replanted
- Hazardous damaged limbs that remain in trees are trimmed and removed
- Tree limbs, rootballs, or large wood debris remaining on the ground is chipped and removed
- Final restoration of any remaining damages or losses resulting from the storm is performed

To expedite clean-up efforts, we leverage our national resources to bring in additional teams from outside the area. Normal maintenance operations can typically resume the following week for all but the most severely debris-impacted properties. If you would like to pre-approve BrightView to perform clean-up operations as detailed above, sign where indicated. Our emergency rates are also listed for your review. Dump expenses range based on the material, size and weight.



COMPANY AUTHORIZATIONS

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/21/2021
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Director

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title President

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422


Title Assistant Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Gonzalez, Charles
980 Jolly Road
Suite 300
Blue Bell, PA 19422

COMPANY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT</td> </tr> <tr> <td>PHONE (A/C No. Ext): (856) 283-7122</td> <td>FAX (A/C No.): (800) 363-0101</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="width: 80%;">INSURER A: ACE American Insurance Company</td> <td style="text-align: right;">22667</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td style="text-align: right;">26247</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Co</td> <td style="text-align: right;">24319</td> </tr> <tr> <td>INSURER D: Great American Insurance Co.</td> <td style="text-align: right;">16691</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT		PHONE (A/C No. Ext): (856) 283-7122	FAX (A/C No.): (800) 363-0101	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: ACE American Insurance Company	22667	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D: Great American Insurance Co.	16691	INSURER E:		INSURER F:	
CONTACT																					
PHONE (A/C No. Ext): (856) 283-7122	FAX (A/C No.): (800) 363-0101																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: ACE American Insurance Company	22667																				
INSURER B: American Guarantee & Liability Ins Co	26247																				
INSURER C: Allied World Surplus Lines Insurance Co	24319																				
INSURER D: Great American Insurance Co.	16691																				
INSURER E:																					
INSURER F:																					

INSURED
 BrightView Landscapes, LLC
 Location #35360
 2711 Sw 36th Street
 Dania Beach FL 33312 USA

COVERAGES **CERTIFICATE NUMBER:** 570104039348 **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.

ROW	TYPE OF INSURANCE	INS	SUB	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	Limits shown are as requested	
							AMOUNT	COVERAGE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	XSLG47325857 SIR applies per policy terms & condit	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PROPERTY (Per occurrence) MED EXP (Any one person) PERSONAL AND ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000 \$10,000 \$2,000,000 \$5,000,000 \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y	Y	ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$5,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	AUC508596819 SIR applies per policy terms & condit	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR PARTNER / EXECUTIVE OFFICER/EMPLOYEE (Mandatory in NJ) If not, describe the DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC5068541A WC - ADS SCPC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$2,000,000 \$2,000,000 \$2,000,000
D	Contractors Pollution Liability			CSE60320401 SIR applies per policy terms & condit	10/01/2023	10/01/2026	Each Occurrence Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor, Owner and other entities are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella liability policies. General Liability policy evidenced herein is primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A waiver of subrogation is granted in favor of contractor, Owner and other entities in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each

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 <i>Aon Risk Services Central, Inc.</i>

BUSINESS TAX

CITY OF DANIA BEACH Business Tax Receipt

VALID THROUGH 9/30/2024

BRIGHTVIEW LANDSCAPE SERVICES INC
980 JOLLY RD STE 300
BLUE BELL, PA 19322

Business Name: BRIGHTVIEW LANDSCAPE SERVICES INC
Location Address: 2711 SW 36 ST
Number/Class: 44500002 / Gardener/Lawn Maint Service
Issue Date: 09/27/2023
Expiration Date: 9/30/2024

Quantity	Charge Description	Amount Paid
400	Fire Prevention Annual Fee	\$400.00
1	Gardener/Lawn Maint Service	\$78.75
1	Waste Registration Fee	\$15.00
Total:		\$0.00

Comments: THE STORAGE SPACE MUST BE AN ACCESSORY USE TO THE MAIN OFFICE USE
Restrictions:

SUBJECT AND ISSUED ACCORDING TO BUSINESS TAX RECEIPT ORDINANCE CHAPTER 15

This Business Tax Receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This Business Tax Receipt does not endorse, approve, or disapprove the holder's skill or competence or of the holder's compliance or non-compliance with local laws, regulations or standards.

MUST BE POSTED CONSPICUOUSLY AT BUSINESS LOCATION

"Broward's First City"

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100 Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Type: LAND MAINTENANCE/LANDSCAPE
Owner Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Location: 2711 SW 36 ST
Business Phone: OUT OF COUNTY
Business Opened: 01/02/2008
State/County/Cert/Reg. Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		00		

Tax Amount	For Vending Business Only			Vending Type		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
\$1.00	0.00	0.00	0.00	0.00	0.00	\$1.00

REMARKS: PARKING/PROCESSING/CONTINUING EMPLOYEES

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Mailing Address: BRIGHTVIEW LANDSCAPE SERVICES
2415 W. VENTURA BLVD
DULHASIA, GA 31302

Receipt # BROW-23-00276801
Paid 09/27/2023 \$1.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100 Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Type: LAND MAINTENANCE/LANDSCAPE
Owner Name: BRIGHTVIEW LANDSCAPE SERVICES
Business Location: 2415 W. VENTURA BLVD
Business Phone: OUT OF COUNTY
Business Opened: 01/02/2008
State/County/Cert/Reg. Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		00		

Tax Amount	For Vending Business Only			Vending Type		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
0.00	0.00	0.00	0.00	0.00	0.00	\$1.00

Receipt # BROW-23-00276801
Paid 09/30/2023 \$1.00

BRIGHTVIEW COMMITMENT TO CHARITY EVENTS



Introducing the New BrightView Landscapes Foundation Homepage

The BrightView Landscapes Foundation has a new home – a one-stop location to find all the information you need about the Foundation. The Foundation, a 501(c)(3) organization, is a way for BrightView team members to help their fellow team members.

[READ MORE >](#)

GIVING TUESDAY

#GivingTuesday: BrightView Landscapes Foundation

If you are inclined to make a donation on Giving Tuesday or this holiday season, please consider giving to the BrightView Landscapes Foundation. Since starting, the Foundation has raised over \$460,000. This past year alone, the Foundation distributed more than \$100,000 to assist more than 35 team members.



Thank You from BrightView Landscapes Foundation Spring Fund Drive

The inaugural fund drive for the BrightView Landscapes Foundation ended last Friday and I am pleased to report our preliminary results. Donations made during the drive totaled \$115,097, which, when combined with the company match of \$75,000, totals \$190,097 – substantially more than our goal of \$150,000.





THANK YOU

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Brightview Landscape Services, Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village developed a Request for Proposals (RFP) no. 2024-02 for the provision of landscape maintenance and beautification services at Village controlled locations; and

WHEREAS, proposals submitted in response to the RFP were evaluated and ranked by a selection committee; and

WHEREAS, the selection committee has identified the CONTRACTOR as the most responsive and responsible proposer; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Contractor agree as follows:

- I. **SCOPE OF SERVICES.** Contractor shall provide the scope of services ("Services" or "Work") set forth in Contractor's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Contractor shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.
- II. **TERM.**

This Agreement shall commence on the Notice to Proceed (NTP), issuance date and shall continue for three (3) years, with two (2) subsequent optional three (3) year renewal periods as approved by the Village Manager, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

After the initial term, the Agreement may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's

right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

III. PAYMENT.

The amount of compensation payable by the VILLAGE to CONTRACTOR shall be based upon the prices as set forth in Exhibit "A", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- A. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE Manager and CONTRACTOR, no more often than monthly, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- B. Notwithstanding any provision of this Agreement to the contrary, VILLAGE Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE Manager. The amount withheld shall not be subject to payment of interest by VILLAGE.
- C. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.
- D. CONTRACTOR agrees to keep such records and accounts as may be necessary to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.

- E. If it should become necessary for VILLAGE to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- F. Beginning on October 1, 2027 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Contractor sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable

attorney's fees up to and not to exceed the total paid to date by the Village to Contractor.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Contractor shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Contractor up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Contractor's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Contractor warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Contractor's profession.

Contractor acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

X. FEDERAL PROVISIONS

Bal Harbour Village ("Recipient") and _____, ("Contractor"). The

Recipient by entering into an agreement with the State of Florida, Division of Emergency Management for American Rescue Plan Act funding allocations is required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

The services detailed within this agreement may be provided during periods of declared Critical Incidents. The Village if under an active agreement with the State of Florida, Division of Emergency Management, funding allocations are required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

1) EQUAL OPPORTUNITY EMPLOYMENT

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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. 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.

d. 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.

e. 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 Secretary of Labor.

f. 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the 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 Secretary of Labor, or as otherwise provided by law.

2) COPELAND ANTI-KICKBACK ACT

1) "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor accepts responsibility for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

3) CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Working more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

5) SUSPENSION AND DEBARMENT

This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

6) BYRD ANTI-LOBBYING AMENDMENT

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,A) **SCRUTINIZED COMPANIES**

- A. 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.
- B. 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.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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.

XI. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be

designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Contractor: Brightview Landscape Services, Inc.
440 Sawgrass Corporate Parkway
Ste 102
Sunrise, FL. 3325

XII. COMPLIANCE WITH LAWS.

Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIII. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XIV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be

intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XV. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVI. NO CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XVII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XVIII. FORCE MAJEURE.

Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XIX. INDEPENDENT CONTRACTOR.

Contractor has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

XX. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** 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.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- D.** 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 Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the

Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXI. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify

System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONTRACTOR:
Brightview Landscape Services, Inc.,
440 Sawgrass Corporate Parkway
Ste 102 Sunrise, FL. 33325

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

Charles Gonzalez
VP, GM

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____

Village Attorney

EXHIBIT A

SCOPE OF SERVICES/PRICING

- 2.3.1 The CONTRACTOR will perform "GENERAL SERVICE" at streetscapes, municipal parks, right of way (ROW), Village facility grounds, parking lots and coastal sites as per the specifications described here in, which include but not be limited to.
- 1) Turf mowing, edging, line trimming, integrated pest management, fertilization, and replacement as required.
 - 2) Hedge, shrub beds, flower beds, ground cover pruning, integrated pest management, fertilization, and replacement as required.
 - 3) Canopy Tree and Palm pruning, integrated pest management, fertilization, and replacement as required.
 - 4) Irrigation system operation maintenance/repair.
 - 5) Litter retrieval and waste disposal,
 - 6) Hardscape pressure cleaning including ROW sidewalks, curb and gutter, street furniture and the Cut Walk inside wall.
 - 7) Bus Shelter cleaning, litter disposal.
 - 8) Beach Areas Waste/Recycle Receptacle service.
 - 9) Dog waste station waste disposal and bag replenishment.
 - 10) Emergency Operations Response post storm event for debris collection, downed tree removals and restoration activities.
- 2.3.2 The CONTRACTOR will provide sufficient onsite full time general service employees, one (1) Irrigation Technician and one (1) full-time Supervisor, fully equipped and on duty during regular business hours; Monday - Friday, within the Contract Areas in addition to weekend staff requirements as needed to maintain the Quality Objective. The Supervisor or onsite designee must be able to communicate with Village staff in English.
- 2.3.3 The landscape maintenance program must be managed by a full-time degreed Horticulturalist. The Tree care program must be managed by an International Society of Arborists (ISA), certified Arborist. The Horticulturalist and Arborist must visit the contract locations at a frequency that is sufficient to ensure compliance with the contractual provisions related to the maintenance specifications.
- 2.3.4 The CONTRACTOR will adhere to a work schedule as approved by the Village. Any variations to that schedule, requested by either party, must be approved in writing by an authorized representative of the other party. A sample schedule is to be provided in the response.
- 2.3.5 The CONTRACTOR is Prohibited from conducting any work except for Beach Areas waste/recycle receptacle service, dog waste station waste disposal/bag replenishment and litter control activities on Saturdays and Sundays and on all designated Federal Holidays including but not limited to; New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day,

Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and on Mondays through Fridays from 5:30 p.m. to 8:30 a.m. The applicable noise ordinance is linked for reference.

https://library.municode.com/fl/bal_harbour/codes/code_of_ordinances?nodeId=PTIICOOR_CH11NU_ARTIINO_S11-31CENORESPHO

In the event of a designated Critical Incident, such as a named tropical storm or hurricane, the prohibition related to work can be suspended if the Village Manager proclaims an Emergency Declaration.

2.3.6 For ROW, the work shall include Traffic Control as described herein (See 2.5.5 SAFETY AND PROTECTION)

2.4. SERVICE SPECIFICATIONS

These specifications designate the method basic maintenance tasks will be performed to achieve the overall Quality Objective, which is to maintain the landscaping and hardscape at the listed sites in a vigorous, healthy, growing, safe, clean, and attractive condition throughout the year. These specifications identify the minimum acceptable standards for this work and Contractors are encouraged to offer enhancements in their submittals for consideration.

PRIOR TO COMMENCEMENT SERVICES, THE CONTRACTOR SHALL HAVE TWENTY-FIVE (25) DAYS FROM START OF CONTRACT TO THOROUGHLY INSPECT ALL SITES AND REPORT ANY PRESENT DAMAGES OR DEFICIENCIES IN THE LANDSCAPING AND IRRIGATION SYSTEMS FOR EACH INDIVIDUAL SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INTEGRITY OF THE LANDSCAPE AFTER THIS INITIAL INSPECTION REPORT AND SUBSEQUENT REPAIRS.

2.4.1. STANDARDS AND REFERENCES

The Contractor's Representative shall be well versed in Florida maintenance operations and procedures. All employees shall be competent and skilled in their particular job in order to ensure that they properly perform the work assigned.

The following organizations provide standards and publications which may be used as a guide for conducting grounds maintenance and services, under the Agreement:

- A. Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- B. Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- C. Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.

- D. Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."
- E. Institute for Regional Conservation.
- F. Florida Department of Environmental Protection.
- G. American National Standards Institute A-300 Standards.
- H. Florida Nursery, Growers and Landscape Association.

2.4.2. MATERIALS

All materials supplied and used by Contractors shall be of the highest quality and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. Village inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee. Salvage materials will not be allowed.

REPLACEMENT:

Any plants which are damaged or die because of improper maintenance, inadequate or lack of irrigation or lack of sufficient maintenance shall be replaced by the Contractor, at no cost to the Village, within ten (10) calendar days upon discovery by the CONTRACTOR or notification by the Village. The following criteria shall be used to determine if replacement is necessary.

1. Plants are not in a healthy growing condition, and this renders them below the minimum quality standard (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
2. There is a question of any plant's ability to thrive after the end of the maintenance period which would render it below the minimum quality standards (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
3. The plant material is dead.

The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Village, in advance. The extended time shall be negotiated between all parties concerned but must receive final approval by the Village. After the ten (10) day replacement period, work will be deemed to be Non-Conforming and Subject to Payment Adjustments in accordance with provisions contained herein. Additionally, and not withstanding; the Village may perform the work and withhold monies due to the CONTRACTOR for materials and labor costs.

2.4.4. SIZE, QUALITY, AND GRADE OF REPLACEMENT

Replacement material shall be of the same brand, species, quality, and grade as that of the material to be replaced, or it shall conform to the Florida Grades &

Standards for nursery plants Florida #1 Quality, whichever is higher. The size of the replacement plants shall not necessarily be the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.

- 1) Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters and shall be free from any weeds.
- 2) All trees shall be measured Diameter at Breast Height (DBH), 4.5 feet above ground surface.
- 3) Plant materials shall be symmetrical, and/or typical for variety and species.
- 4) All plant materials must be provided by a licensed nursery and shall be subject to acceptance as to quality by the Contract Administrator.
- 5) Replacements shall be guaranteed for the length of the Contract.
- 6) The CONTRACTOR shall be responsible for hand watering the replacement (if required), for up to 42 calendar days after planting or until established.
- 7) Should CONTRACTOR supply water, the water shall be fresh (non-salt), and containing no harmful levels of pollutants or chemicals.
- 8) Any soil supplied by Contractors shall be good, clean, friable topsoil (or soil mix), free from any toxic, noxious or objectionable materials, including rocks, lime rock, plant parts or seeds.
- 9) "Planting Soil Mix" shall be equal parts of Canadian peat, silica sand, and composted organic matter, sterilized.
- 10) "Muck-sand-soil" shall be 80 percent silica sand and 20 percent Florida peat.
- 11) All fertilizer shall be of the best commercial grade and except for free-flowing liquids, shall be delivered to site and be dry when processed for application. Fertilizers shall be in appropriate containers and tagged. Special permission from the Contract Administrator is required to use bulk fertilizers. The CONTRACTOR shall submit copies of the manufacturer's specifications for all fertilizer including data substantiating that the proposed materials comply with specified requirements.

2.4.5. PESTICIDES (INSECTICIDES, FUNGICIDES, HERBICIDES, ETC.)

The Village is strongly encouraging the use of certified Organic pest control insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides, if at a higher cost, will be separated from the non-organic EPA approved products.

Insecticides & Fungicides shall be only those which are approved or recommended for use near open water bodies and those specified. Only the Federal Environmental Protection Agency (EPA) approved products shall be used. All pesticides are to be registered and approved for use by the Florida Department of

Agriculture. Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. The need for pest and disease control, will be determined by the Contractor's Horticulturist and approved by the Village. Also, if requested by the Village, the CONTRACTOR will furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal, State, and Local Regulations. Any use of pesticides in Parks must be approved in writing by the Village.

2.4.6. MISCELLANEOUS MATERIALS

Mulch shall be "Ameri grow" Recycling's or Village approved equivalent shredded, round-wood, recycled mulch Pine Bark Brown in color. Other mulch types may be required at specific locations upon request by the Village. Alternative mulch types will be readily available on the wholesale market, be of equal or lesser wholesale cost or increased costs to be paid by Village.

2.4.7. EQUIPMENT

Equipment supplied by CONTRACTOR shall be designed for or suited to the maintenance task in which it is to be used. Equipment will not be used in areas or to perform tasks where damage will result to the landscapes or sites. CONTRACTOR shall maintain supplied equipment in a good appearance and all equipment shall be maintained in a safe, operational, and clean condition. **No gasoline leaf blowers shall be used at any contracted site. The Village is requesting the pricing to utilize all electric battery powered equipment and small service vehicles. The pricing for use gasoline or battery powered equipment, if provided at a higher cost, will be requested on the pricing sheets.**

Storage space is limited with the Village and onsite storage of large equipment, vehicles and trailers is not available or permitted. Limited storage for hand power tools, hand tool charging, and small ATV's is possible.

Upon specific request by the Village, the CONTRACTOR will supply a current list of supplied equipment used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Contract Administrator or thier designee shall have the right to reject the use of any specific piece of supplied equipment on the site, by notification to CONTRACTOR.

2.4.8. COMPLETION OF WORK

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming, litter removal, etc. shall be completed before leaving the

job site.

2.5 TURF CARE

Maintain turf areas in a healthy, growing green and trim condition by performing the following operations.

2.5.1. SITE PREPARATION

The CONTRACTOR shall, prior to mowing, retrieve materials and dispose of waste to include, and not be limited to, papers, glass, bottles, cans, fallen tree limbs and/or fronds, and all other deleterious materials found on the sites listed herein. Should the CONTRACTOR have knowledge of the existence of hazardous wastes upon lands covered by the provisions of this agreement, the CONTRACTOR shall not remove the same from the premises but shall have a duty to immediately notify the Village in writing.

2.5.2 MOWING GENERAL

Mowing shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Special care will be required to avoid scalping swales and on top of berms. Line trimmers will not be permitted for cutting grass in areas larger than 64 square feet. Rotary mowers will be used on St. Augustine and Bahia grass.

- 1) All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- 2) All mower blades are to be maintained sharpened condition and sharp enough to cut, rather than to tear grass blades.
- 3) Mowing will be performed carefully so as not to "bark" trees or shrubs, or to introduce weeds into ground cover beds, or to damage sprinkler heads, curbs, or other facilities.
- 4) Grass clippings or debris caused by mowing or trimming will be collected and removed from the turf or from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed and legally disposed of at an off-site location at Contractor's expense.
- 5) Mowing will not be done when weather or other conditions will result in damaged turf.

2.5.3 MOWING SPECIFICS

- A. ST. AUGUSTINE GRASS: Mow only with a rotary mower a minimum of once per week during the growing season of May through the second week of October and at other General Service, as needed, throughout the year.

- B. NON-ATHLETIC FIELD: Turf shall be mowed at 3 3/4" to 4 "above soil level with a mower designed for use in specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation.
- C. PASPALUM, BERMUDA, AND ZOYSIA: (IF INSTALLED) shall be mowed at .5" to 2.5" above soil level with a reel mower designed for use in specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation. Clippings will be considered excessive if still visible on grass the day after mowing. Mow with a reel mower (or rotary if approved in writing by the Village Contract Administrator) a minimum of twice per week during the growing season of March through the end of October and at other General Service, as required to maintain desired height of grass. Twice weekly mowing may also be required during the winter months if annual rye grass has been seeded. If turf has a scalped appearance after mowing too much of the leaf blade was removed and stems of grass exposed. Never remove more than 1/3 of the leaf blade. Mowing directions shall be altered at each mowing to avoid wear patterns.

TRIMMING AND EDGING

- 1) CONTRACTOR shall trim and properly edge all shrub and flower beds as well as trees, curbs, walks, lighting, and all other obstacles in the landscape and remove clippings.
- 2) Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the hard edge.
- 3) Edging of beds and the tree rings (soft edging) shall be executed not less than every other mowing with respect to the turf type adjacent to the edging. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed), shall be edged with a manual or mechanical edger to a neat vertical uniform line.
- 4) Line Trimmers are not to be used for vertical edging or for cutting turf grass in areas larger than 64 square feet.
- 5) Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Care shall be taken to avoid damage of groundcover weed barrier. Grass will be trimmed at the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf, such as posts, walls, fences, etc.
- 6) Particular attention will be given to trimming around sprinkler heads and other irrigation system components to ensure their proper water delivery function. The mechanical line trimmers are not to be used within eighteen (18") inches of tree or palm trunks and are not to be used in lieu of a trim mower, to mow large areas of grass.
- 7) Damage to property or existing vegetation by improper trimming or edging shall be repaired or replaced within 48 hours at Contractor's expense.
- 8) All walks and other paved areas littered in the lawn maintenance process shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in

process so that the appearance suffers for the least amount of time. Direct clippings back on to the site not into the roadway.

- 9) Debris shall never be disposed into storm drains, adjacent properties or into adjacent roadways. Shell, mulch, gravel, or other porous walkways shall be raked clean with a fan rake.
- 10) Blowers are not to be used on shell, mulch, or sand walkways. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter during each service visit.
- 11) Materials cleaned from the grounds may not be disposed of on-site and must be removed from locations at the Contractor's expense. A copy for approval of a complete annual landscape maintenance schedule will be provided to the Village's representative in a timely manner as requested. A sample schedule has been provided for reference, as Exhibit "D".

2.5.5 PRUNING SHRUBS AND GROUND COVER PLANT BED AREA MAINTENANCE

All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Contract Administrator.

2.5.6 BED AREA MAINTENANCE

The CONTRACTOR shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged and kept always weed free. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Landscape edging where used must be kept in place, and vertical as it was originally installed.

2.5.7 SHRUBS

All shrub material shall be pruned a minimum of once per month during the dormant season and weekly during the peak growing season to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.5.8 GROUND COVER

All groundcover material shall be pruned a minimum of once per month to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept in-bounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be

utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.6 TREES AND PALMS

Trees and palms are to be maintained in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the Contract Administrator.

Emphasis to be placed on the proper (natural) shape and size. Limit the amount of trimming done to meet special purposes, e.g., sign clearance on businesses, leaves dropping on outdoor tables, etc. The Village's tree code states that it is unlawful to destroy a tree's natural shape. This type of pruning is to be performed only with the approval of the Village Contract Administrator.

2.6.1 TREE ABUSE PROHIBITION

It shall be unlawful to abuse any tree located within the boundaries of the Village of Bal Harbour, either public or private.

The following acts shall constitute tree abuse:

- 1) Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, intentional vehicle abuse, chemical applications, changes to the natural grade, fire, storage, or disposal of toxic or hazardous substances, or any removal of the outer bark area.
- 2) Damage inflicted to or cutting a tree which permits infection or pest infestation.
- 3) Cutting any tree which destroys its natural shape, such as topping or hat racking.
- 4) Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to go on through, or around, any tree, causing permanent damage to the tree.
- 5) Any pruning, or cutting, in violation of the practices established by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations.

2.6.2 PRUNING

The Village does not have an inventory of Canopy Trees within the Village. There is a count of Palms for each area.

Collins Avenue ROW	400
96 th /Village Hall/Waterfront Park	60
Parking at Bridge, Cut walk and Coastal Beach Areas.	747

All pruning shall follow the most recent tree maintenance standards as published in the American National Standards Institute (ANSI) A300 Standards for Tree Care

Operations. All tree pruning must be done by an ISA certified arborist or under the direct, on-site supervision of an ISA certified arborist.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring streetlights, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc. Tree branches shall be pruned up to seven (7') feet over walkways, (12') over roadways and in areas designated by the Village Contract Administrator.

In addition to the situations mentioned in the preceding text, Pruning shall include the following items:

- 1) Dead, dying or unsightly part of the tree.
- 2) Remove sucker growth from base of the trees in which an exposed trunk character is desired.
- 3) Crossed branches that may rub together.
- 4) "V" crotches with included bark, which are subject to failure subordinate multiple leaders if the tree normally has only a single stem.
- 5) Growth that interferes with the movement of vehicle or pedestrian traffic, signage, or lighting.
- 6) Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- 7) All branches, dead wood, and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.
- 8) **Palms** are to be pruned a minimum of four times a year, in May, August, November and February. Minor pruning as otherwise required to remove brown or broken fronds, prevent encroachments, and remove fruit shall be done throughout the year at no additional costs to the Village. Special attention should be paid to Coconut Palms and Date Palms where fallen fruit may present a hazard to pedestrians or property or create problems with sanitation. The pruning schedule may be adjusted at the discretion of the Contract Administrator depending on weather and seasonal growing-conditions.

2.6.3 NATURAL SHAPING AND THINNING

Prune, thin, and trim all trees at least once a year. Trees should be inspected and evaluated monthly, and pruning scheduled as needed for health, development of structural strength, public safety, maintenance of clearances, etc. to keep the trees healthy, to (1) maintain the natural character of the variety, (2) to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous, and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth.

- 1) Palms shall be pruned using sterilized hand saws as needed to remove fruit, inflorescence, dead fronds, and weak stalks.
- 2) To prevent the spread of disease and reduce the possibility of nutrient deficiencies, only dead, brown fronds should be removed under normal circumstances.
- 3) Whenever live plant tissue is being cut, including for example, diseased, broken or mostly dead fronds or fruits or inflorescences, tools shall be disinfected. Disinfect tools between palms by soaking in a (5.25%) - 25% dilution Chlorine bleach and water solution for a minimum of 5 minutes. Saws must be disinfected after pruning each Phoenix palm.
- 4) Palms shall not be excessively pruned, i.e., above the horizontal plane with the ground, or the 3 o'clock/9 o'clock crown positions. Remove brown or broken fronds only unless removal is required due to encroachments.

2.6.4 STAKING AND GUYING AND TREE SET-UP

- 1) Maintain existing and adjust tree stakes, guy wires and hoses or blocks, until trees can stand vertical and/or resist normal winds.
- 2) The CONTRACTOR shall be responsible for the complete removal and replacement of those trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Village Contract Administrator.
- 3) Replacement shall be made by the CONTRACTOR in the kind and size of tree determined by the Village Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Village Contract Administrator and Village Contract Administrator using the latest "Plant Finder" value determination.
- 4) All trees that have died or have been blown or knocked over are to be reported immediately upon discovery to the Village Contract Administrator.
- 5) With prior approval from the Village Contract Administrator. It is the Contractor's responsibility to remove and properly dispose of all dead or injured trees and/or weed trees such as but not limited to Florida Holly, Melaleuca or Australian Pines. CONTRACTOR shall set and support trees that have been knocked or blown over.
- 6) The price to remove all trees is to include the removal of the tee/palm stump unless otherwise directed by the Contract Administrator. The cost to stump-grind the trees/palms at the time of removal is provided within the price sheet.

2.7. GENERAL USE OF CHEMICALS

The Village is strongly encouraging the use of certified Organic pest control insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides, if at a higher cost, will be separated from the non-organic EPA approved products.

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall

submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Contract Administrator, including Material Safety Data Sheets (M.S.D.S) sheets for each item. Materials included on this list shall be limited to chemicals approved by the State of Florida, the Department of Agriculture, and the Florida Department of Transportation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of and be performed under the direction of a Certified Pest Control Operator. No chemical herbicide or pesticide shall be applied until use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

2.7.1 DISEASE AND PEST CONTROL

To control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, and other pests and diseases, spray affected plants with chemical sprays and combinations of sprays suitable for that pest when the infestation or infection becomes evident and as often thereafter as necessary. CONTRACTOR shall be fully licensed to apply pesticides. CONTRACTOR shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Integrated Pest Management (IPM) standards and principles shall be incorporated into any approved disease and pest control plan. Insects in Bermuda, Paspalum and Zoysia grass (IF INSTALLED) shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be needed to successfully control their infestations. Nematode samples will be taken at least one (1) time each year and action shall be taken per the recommendation of the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) lab results to control the populations. This lab report shall be submitted to the Village for their review as soon as it is received.

- 1) It shall be the CONTRACTOR's obligation to perform regular monthly inspections of the palms and report to the Village any site condition which may be detrimental to the health and vitality of the palms. Further, the CONTRACTOR is responsible for reporting the development of disease or other problems along with recommended solutions. These reports are to be written and should be received by the Village no later than ten days after each inspection. It is required that the Village be notified in advance of planned activities to allow them to verify the applications.
- 2) All Royal Palms shall receive a root drench with Merit insecticide every February per label directions to control summer infestations of the Royal Palm bug.
- 3) Insect and disease activity, other than as prescribed above, will be treated on an "as-needed" basis upon inspection. Required service calls between-scheduled maintenance will be at Contractor's expense.

2.7.2 APPLICATION OF HERBICIDES AND INSECTICIDES

The Village is strongly encouraging the use of certified Organic insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides, if at a higher cost, will be separated from the non-organic EPA approved products.

CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the Village as to type location, and method of application. Use of Pesticides, including herbicides, is not permitted in Parks without expressed, written- authorization of the Village Contract Administrator.

- 1) The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored by the CONTRACTOR at their expense.
- 2) The CONTRACTOR shall advise the Village Contract Administrator in writing within five (5) working days after disease or insect infestation is found. CONTRACTOR shall identify the disease or insect and recommend control measures to be taken, and, upon approval of the Village Contract Administrator, the CONTRACTOR shall supply and implement the approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Approved control measures shall be continued until the disease or insect is controlled to the satisfaction of the Contract Administrator.
- 3) When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the label. A specimen label and the Material Safety Data Sheet for each product shall be supplied to the Village.
- 4) All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in his or her possession when insecticides are being applied. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the CONTRACTOR shall furnish documentation of such compliance.
- 5) The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.
- 6) Spray or dust material on foliage only during calm days. Do not apply when leaves are wet, when rain is expected within 3-4 hours after spraying, or when temperatures exceed 88 degrees Fahrenheit. Spray at times when traffic is lightest (i.e., early mornings or weekends). Use a surfactant to aid in adherence and absorption of the material. Wash material off of pavements and buildings immediately after applying.

- 7) The CONTRACTOR shall utilize all safeguards necessary during disease or insect control operations to ensure safety to the public and the employees of the Contractor.

2.7.3 WEED CONTROL

All landscape areas within the specified area, including lawns, shrub, flower and ground cover beds, planters, and areas covered with concrete, pavers, gravel or shell, shall be kept free of all weeds at all times. This means complete removal of all weed growth shall be accomplished at each service visit. For this specification, a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical, or chemical methods. The Village Contract Administrator may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer to expose the underlying soil. Herbicides shall not be used in Parks, Playgrounds, or in areas populated by Sea Oats.

- 1) Weeds are to be mowed, trimmed, or edged from turf areas as a part of turf care operations.
- 2) Weeds are to be manually removed from shrubs, hedge, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the Village Contract Administrator. Line Trimmers are not to be used for weed control in mulched areas. Damaged plant material resulting from such practice shall be replaced in kind at no additional cost to the Village. Persistent weed growth such as the growth of sedges shall be killed with "round up" whenever possible.
- 3) Weeds are to be removed from walkways, curbs, expansion joints, and along fence lines and guardrails at each service or as otherwise directed by the Village Contract Administrator.
- 4) If infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or groundcovers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods; Sterilize the soil; or Allow weeds to re-establish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill; or After the kill, apply, immediately after replanting, a pre-emergent herbicide, or prior to replanting utilizing a ground cover fabric.
- 5) If it is determined by the Village Contract Administrator that the CONTRACTOR responsible for maintenance allows weed infestations to spread beyond the ability to control them, then the removal, treatment, and replacement of the planting bed shall be done as described above by the CONTRACTOR at no cost to the Village. Soil which exhibits significant weed growth within one (1) month after planting, (20% ground coverage of the bed by weeds) shall be considered as previously weed-infested.

2.7.4 PRE-EMERGENCE WEED CONTROL

Summer Grasses - Pre-emergence crabgrass control, herbicides should be applied around February for south Florida. For goose grass control, delay these dates by 3 to 4 weeks due to the later germination dates. If crabgrass and goose grass are present the first line of defense is to provide cultural practices (e.g., proper mowing, fertilizing, watering, compaction, and thatch control).

2.7.5 POST-EMERGENCE WEED CONTROL

Summer Grasses-post-emergence herbicides are more effective on broadleaves and sedges. Summer grasses such as crabgrass, goose grass, crowfoot grass, and thin paspalum can be controlled in Bermuda grass using the arsenate herbicides *as needed following all label directions*. Two to three applications are necessary, 7 to 10 days apart, for mature grass weeds. Three to four applications may be needed for nut sedge and sandbur control. A non-ionic surfactant is required with this treatment. Treat when air temperatures are below 85°F. Do not add a non-ionic surfactant.

- 1) Broadleaf Weeds - Broadleaf weeds can be controlled when actively growing using one of many post-emergent herbicides labeled for the control of the specific weed. Bermuda grass must be actively growing and not under heat or drought stress when herbicides are applied.
- 2) Application must be made prior to weed seed germination if infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or groundcovers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods:
- 3) Sterilize the soil or allow weeds to reestablish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill. After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or another approved pre-emergent herbicide.

2.7.6 FERTILIZATION, AERATION, VERTI CUTTING AND SOIL TESTING

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type, and time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

CONTRACTOR shall have the soil tested two (2) times yearly to determine required additives, and more often if necessary to diagnose problem areas. A copy of the soil testing results shall be provided to the Village Contract Administrator for each round of required testing. Apply Lime or Sulfur as required to adjust ph. The CONTRACTOR shall provide the Village with annual fertilization schedules at the

beginning of each contract year and shall inform the Village Contract Administrator in writing at least three (3) days in advance before beginning any fertilization. Fertilization applications must comply with the latest Miami Dade County Ordinances related to fertilizer.

2.7.7 TURF

1) ST. AUGUSTINE:

St. Augustine turf areas that contain palms shall be fertilized three (3) times per year; with "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water-soluble form, applied according to label rates.

2) SEASHORE PASPALUM:

Seashore Paspalum turf areas shall be fertilized two (2) times per year during early spring and fall. Do not exceed 4 pounds of nitrogen per 1000 SF per growing season. It is best to use organic type or slow-release fertilizers. Ideal fertilizers for this application include (organic fertilizers, milorganite, Sustane or seaweed/kelp extracts), 15-15-15 or 11-52-0. Calcium is to be applied in granular form or foliar spray as required during the growing season. CONTRACTOR shall perform aeration two (2) annually and one Verti cutting if required to ensure proper drainage is maintained to ensure turf health.

3) OTHER TURF GRASSES:

For all other turf grass areas, applications to be made in compliance with the Miami Dade County Ordinances related to fertilizer. The N< P< K ratios shall vary with the time of year of the application and results of the soil analysis.

4) RATIOS:

The approximate N, P, K ratios should be: One (1) application of a 5:2:1 ratio with a post-emergent weed control; One (1) application of a 10:1:2 ratio with Insecticide, and one application being a blanket application of insecticide in accordance with IPM (Integrated Pest Management) standards.

2.7.8 GROUNDCOVER AND SHRUBS

The fertilizer for all planted shrubs and groundcovers shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water-soluble organic source.

All shrubs and groundcovers shall be fertilized by broadcasting by hand over the beds in compliance with Miami Dade County Ordinances related to fertilizer.

The CONTRACTOR shall establish a program that will fertilize all shrubs and groundcover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the Village Contract Administrator no less than one (1) month prior to application. Any plants damaged by over-fertilization or nutrient

deficiencies shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the Village Contract Administrator in writing.

2.7.9 TREES AND PALMS

The fertilizer for all the planted trees shall be a complete slow-release fertilizer with minor elements, with an N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15, unless soil conditions or plant species dictate differently).

All Trees 5" caliper or under shall be fertilized in compliance with Miami Dade County Ordinances related to fertilizer. CONTRACTOR to apply a complete slow-release fertilizer with minor elements, applying 1 pound of Nitrogen per 1000 square feet of area of root zone (drip line plus 50%).

All Palms shall be fertilized in accordance with the latest Miami Dade County ordinances. The CONTRACTOR to apply "Palm Special Fertilizer" with the formulation (8N-2P₂O₅-12K₂O+4Mg) with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water-soluble form. The fertilizer shall be broadcast evenly under canopy area at a rate of 1.5 lbs. of fertilizer (not N) per 100 sq. ft.

2.8 COSTAL BEACH AREA

Maintenance work in the dunes primarily constitutes of the following activities: pruning of strand vegetation; removal and disposal of safety hazard plant species, maintaining dune crossovers, beach bike and jogging trail maintenance; and removal and disposal of new non-native and invasive native plant species growth.

It is incumbent upon potential CONTRACTORS to visit and thoroughly inspect the sites of proposed work prior to proposing. Aerial photographs may not be current and cannot be relied upon. Proposal prices should be based on best estimates of square footage of area to be maintained and must be inclusive of all materials, labor, equipment, supervision, mobilization, demobilization, overhead and profit, insurance, permits, and taxes to complete the work.

2.8.1 PRUNING SPECIFICATIONS

Certain areas have been pruned to maintain controlled strand shrub heights and provide for tree form species with "clear trunk". These species will be pruned no less than twice annually to remove stem and leaf growth and to control any lateral growth which encroaches within 2 feet of pedestrian paths or access ways. Additional pruning should be conducted as necessary to maintain their long-term height between 36 inches and 42 inches above grade, except where the Village specifies and/or approves an alternate prescribed height. Vegetation shall be pruned to a

natural organic shape, rather than box hedged. Pruning of Species with shrub habit shall be conducted with hand pruners or loppers only and as required to maintain shrubs at the prescribed height and width with the goal of maintaining a clear line of sight through the dune to avoid security concerns associated with dune vegetation. Hand clean/remove thatch build-up from Sea Oats on a consistent basis.

2.8.2. SAFETY HAZARD REMOVAL SPECIFICATIONS:

2.8.3. TARGETED SPECIES

Species of Cactus, Yucca, Agave, and other types of vegetation which, by their spiny nature, could pose a safety hazard to the public must be removed at ground level to leave a three-foot safety buffer on the dune side of all walkways and rope and post barriers or other areas where there may be proximity to public traffic.

2.8.4 INVASIVE EXOTIC REMOVAL SPECIFICATIONS

Village Contractors shall be responsible for the physical removal of all vegetative mass, including leaves, stems, and trunks, plus all gross roots of Category I and II Invasive Exotic Pest Plants, as identified by the Florida Exotic Pest Plant Council (FLEPPC), including but not limited to Hawaiian seagrape (*Scaevola taccada*), Brazilian pepper (*Shinus terebinthifolis*), and Australian pine (*Casuarina equisetifolia*).

2.8.5 INVASIVE EXOTIC REMOVAL MAINTENANCE INTERVALS

Village contractors shall be responsible for maintaining cleared areas free of seedlings and re-sprouts during each General Service.

2.8.6 PLANT DISPOSAL

All removed plant mass shall be legally disposed of off-site; no shredding or chipping will be allowed.

2.8.7 NATIVE SPECIES TO BE PROTECTED

The worksites include a mixture of native dune species and targeted non-native pest species. Village contractors shall take all necessary precautions to ensure that the existing native dune vegetation is not impacted during the invasive exotic removal efforts. The use of herbicides or the pruning of existing native vegetation, except as approved by the Village in writing, is prohibited.

2.8.8 PLANTING SPECIFICATIONS

Village CONTRACTORS will be responsible for providing, installing, maintaining,

and warranting the survival of Florida native coastal dune plants as required to replant areas cleared of invasive exotic vegetation that has been allowed to encroach and/or overtake native vegetation due to lack of or improper maintenance. Additionally, CONTRACTOR will be responsible for oversight of all work and all survival guarantees for all required restoration plants.

2.9. IRRIGATION SYSTEM MAINTENANCE AND WATERING

CONTRACTOR will be responsible for the operation and maintenance of the automatic/manual irrigation systems and for setting and adjusting the timer to insure proper watering of all plant material in the landscape. A full-time Irrigation Technician with a fully equipped truck shall be assigned on a full-time basis, as required to ensure operation of the irrigation system.

- 1) The CONTRACTOR is expected to be knowledgeable and familiar with the existing irrigation systems at the time of proposal submittal and capable of programming all controllers and making all repairs.
- 2) CONTRACTOR will be responsible under this agreement for the labor and supervision to make irrigation repairs to; the lateral line, risers and sprinkler heads up to one inch (1") in diameter and all subsurface drip irrigation lines and emitters as required keeping the system operating. Major repairs to main lines, valves, pumps, and in-take piping shall be reimbursed by the Village. Reimbursable repair work shall require authorization by the Village prior to commencement.
- 3) The timers shall be checked once a week or more frequently as may be required. The CONTRACTOR will also, at least once a month, perform a Full Irrigation Wet Test which will include fully operating all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, filters and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer.
- 4) The irrigation system shall be constantly maintained and adjusted to ensure that no water from the system hits the road or other hard surface.
- 5) Grass shall be cut back around all irrigation heads and valve boxes at least once per month or more often as required to keep them clearly visible and fully operational. Care shall be taken to prevent damage to the irrigation boxes, zone wires, and sprinkler heads from the required clearance activities, and any damage caused will be the Contractor's sole responsibility to repair.
- 6) The irrigation shall be capable of providing 1-1/2" of water to all lawns and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. System shall be adjusted during the various seasons.
- 7) The CONTRACTOR shall be required to make all repairs within a minimum 24-hour time period or sooner as directed by the Village Contract Administrator. Any form of damage to the irrigation system must be reported to the Village Contract Administrator immediately upon discovery.

- 8) Irrigate as necessary during times of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep plant material in optimum health. The contractor is to adhere to the latest Miami Dade County Ordinance to set watering schedules. Under normal conditions, irrigate deep and infrequently to promote a good root system. Water early mornings within watering restrictions. Avoid watering in the evenings.
- 9) The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage or costs that result from over-watering or insufficient watering shall be the responsibility of the Contractor.

2.9.1. WATERING

During periods when the irrigation system is not operational, either due to breakdown of the system, or an extended electric power failure, watering shall be the responsibility of the Contractor.

- 1) Supply of water suitable for irrigation shall be the Client's responsibility. Distribution of water to the plants shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall use hand watering, water trucks, portable pumps, etc. as required to distribute the water.
- 2) Apply water in quantities and at intervals necessary to maintain the plants in a healthy growing condition.
- 3) Supplemental watering may be required in elevated turf areas or as needed to compensate for wind drift or other areas of inadequate irrigation coverage. This may require a large portable water tank, impact sprinklers, and additional hose to be supplied by the Contractor.
- 4) The CONTRACTOR is required to ensure adherence to all local watering restriction ordinances. It shall be the responsibility of the CONTRACTOR to pay any and all fines levied due to lack of compliance with watering restrictions.

2.10. MULCH APPLICATION

Replenish mulch in shrub beds as required to cover areas of bare soil, especially at the edge of the bed and in places where the shrub canopy has not grown together to shade the soil. Add mulch around tree trunks in sod areas. Mulch shall be added to maintain a constant three (3) inches thickness. Do not pile mulch against tree trunks and shrub stems. Maintain the consistent level of coquina sand at the base of palms as needed to ensure a tree ring is maintained.

- 1) Use Amerigrow Recycling's or a Village approved equivalent shredded "round-wood" mulch "Pine Bark Brown" color. Grade "A" Cypress mulch, Melaleuca mulch or other mulches such as coquina sand or Scotts® Nature Scapes® advanced, classic black, may be used as designated and approved by the Village.

2.11. SAND REMOVAL/POLICING

Cleaning of debris within the confines of the sites by blowing, sweeping, or vacuuming or other means must be performed as required to keep paved, brick or concrete surfaces clean and neat. Excess seaweed and ground litter is to be removed from the southern edge of the Jetty on a daily basis.

2.12. PRESSURE CLEANING

Pressure cleaning of hardscapes, curbing, gutters, driveways pedestrian walking surfaces and playground equipment amenities shall be performed at all sites located within the Contract Areas as per the specifications for each location as follows.

- a. ROW-Collins Avenue- **once quarterly.**
- b. ROW-96th Street- **once quarterly.**
- c. BEACH PARKING LOT, adjacent ROW Jetty and Cut Walk- **once quarterly.**
- d. BAL HARBOUR PARK hardscapes, curbing, gutters, driveways pedestrian walking surfaces **once quarterly**, play, exercise equipment- **monthly.**
- e. VILLAGE HALL AND ADJACENT SITES-**once quarterly**
- f. PUBLIC WORKS OPERATIONS FACILITY **once quarterly**
- g. BEACH CUT-WALK AND JETTY **once quarterly** -

Frequencies for the sites and services described herein are based upon normal circumstances. Individual, several and/or all services to a site or sites may be added at an agreed upon price, or deleted due to natural disaster, excessive rain, disease, drought, fire, vandalism, accident, insufficient funds and/or any other reason at the sole discretion of the Village.

2.13. LITTER CONTROL

2.13.1.CONTRACTOR GENERATED TRASH

The CONTRACTOR shall promptly remove all debris generated by his pruning, trimming, weeding, edging, and other work required in the specifications. Storm drains shall be kept clear and free of debris. Debris must be disposed of at an authorized site for commercial use. The CONTRACTOR shall clean driveways and paved areas with suitable equipment immediately after working on them. All cuttings are to be collected and removed on the same day as cut.

2.13.2 NON-CONTRACTOR GENERATED WASTE

- 1) All waste collected from litter control and waste/ recycling receptacle service provided at the listed designated areas, will be disposed of at a Village designated location. The Village will incur the cost of waste collection from these collection containers.

- 2) The Village will replace all receptacles used for waste collection activities as needed.

2.13.3 LITTER REMOVAL

Litter shall be removed from all turf areas, landscape beds, walkways, and all hard surfaces at each regularly scheduled General Service. In addition to the litter removal on regularly scheduled "General Service", the CONTRACTOR shall be responsible for daily litter removal at all contract sites. Litter services are to be done in such a manner and with sufficient personnel so that the entire site is cleaned at or before 9:00 am for the Coastal Beach Area and ROW- Collins Avenue, 96th Street locations and 10:30 am for other sites. Continuous litter control will be conducted for the Coastal Beach Area, on Fridays, Saturdays, and Sundays starting at 4:00 pm until 8:00 pm or 30 minutes prior to sunset, seasonally adjusted.

2.13.4 BEACH AREAS WASTE AND RECYCLING RECEPTACLE SERVICE

The CONTRACTOR shall empty all place waste and recycle receptacles once daily at the following locations and counts.

- 1) The Beach pathways and eastern dune edge.
Counts: #17 Recycle, #29 Waste.
- 2) The Cut walk along the Haulover Inlet and Jetty, (southern side).
Count: #8 Waste.
- 3) The ROW under and adjacent to the Herman B. Fultz Bridge.
Count: #5 Waste

On Friday, Saturday, and Sunday, a second receptacle service will be completed by the CONTRACTOR at all Beach Areas after 4:00 pm until 8:00 pm, seasonally adjusted for sunset times. The refuse is to be removed from the collection areas and disposed of at a Village identified location. The Village will be responsible for the additional disposal costs.

2.13.5.DOG WASTE STATIONS

The CONTRACTOR shall empty all Dog Waste collection stations at the contract locations daily during other waste collections activities and replenish the doggie bag rolls as required to ensure all Dog Waste stations are stocked. For reference, the Village utilizes 30 dog waste stations of the brand name "DoggiePot" for these stations. The last three-year average consumption of the bags was 20 cases, with an average cost of \$2,000 annually.

2.14. BUS SHELTER SERVICE

2.14.1 The CONTRACTOR shall litter control and wipe down street furniture Monday through Friday at all Collins Avenue and 96th Street bus shelters prior to 11:00 am.

The CONTRACTOR shall pressure clean all bus shelters once weekly.

2.15.1 LOCATION OF WORK

All services shall be performed within the Village from the center line of 96th Street, North to the Haulover Inlet and adjacent areas as described below.

SITE 1 ROW-Collins / Harding Avenue.

All medians, swales including bus shelters, tree pits and sidewalks from the North centerline of 96th Street to the toe of the Herman B. Flutz "Bakers Haulover Bridge.

SITE 2 ROW-96th Street.

All medians, swales including bus shelters, tree pits and sidewalks from the North centerline of 96th Street from the Beach street-end West, to the foot of the first western bridge, west of Bal Bay Drive.

SITE 3 Beach Parking Lot, Cut walk and adjacent ROW

All parking lot medians, swales, tree pits, the inside Cut-walk Wall, street furniture and sidewalks, from the toe of the Herman B. Flutz "Bakers Haulover Bridge" North to the seawall and the planters along the Cut walk beach access from the perimeter fence of the One Bal Harbour condominium to the seawall

SITE 4 Coastal Beach Area.

All plantings from the Eastern edge of the Dune to the Eastern edge of Private Property from the Jetty walking surface South to the North side of 96th Street.

SITE 5 Village Hall and Adjacent Sites.

All swales, planters and greenspace along Bal Bay Drive from 96th Street North to the Residential Access Gate on Bal Bay Drive, All greenspace within the Village Hall, Bal Harbour Police Department, Public Works & Beatification facilities.

SITE 6 Bal Harbour Waterfront Park

18 Bal Bay Drive. All greenspace hardscape, exercise and play equipment, seating/furniture within Bal Harbour Waterfront Park and parking lot.

SITE 7 Public Works and Beautification Department Operations Facility. 1840 NE 144 Street North Miami. All parking lot medians, swales and sidewalks within the site.

2.15.2 ACCEPTANCE OF COMPLETED WORK

A Village of Bal Harbour representative must approve the work and related costs prior to the commencement of work by the issuance of a written Notice to Proceed or Work Order. The Village of Bal Harbour will determine if the completed work is acceptable. If the work does not meet the Village requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the Village within a period of 24 hours.

2.15.3 SUPPLIES AND PROGRAM

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of this contract according to an approved program.

2.15.4 PROCESSING OF APPLICATION FOR PAYMENT

The Contractor shall submit, by the first Friday of each month, the Contractor's completed Application for Payment for the previous month. The Village must be notified of all scheduled and completed work in sufficient time to verify the completeness of such work. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday. The Contractor is advised that the processing of draws must follow this schedule, as the Village has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

2.15.5 SAFETY AND PROTECTION

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other people who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement.

2.15.6 WORK DURING INCLEMENT WEATHER

No Work shall be performed under these specifications except by permission of the Village when the weather is unfit for good and careful Work to be performed as determined by the Village. In the event of inclement weather, the Contractor shall contact the Village to receive approval upon the direction of the Village shall suspend all Work until instructed to resume operations by the Village.

2.15.7 COMMENCEMENT

Within Fifteen (15) days after delivery of the executed Agreement by the Village to the Contractor, but before starting the Work, a Notice to Proceed will be provided and if applicable, a conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the services to be provided. Present at the conference will be the Village representative(s), and the Contractor.

2.16. ADDITIONAL SERVICES

The CONTRACTOR may be requested to perform additional services or provide service frequencies at the discretion of the Village.

2.16.1 ADDITIONAL WORK:

The Village Contract Administrator may, at their discretion authorize the CONTRACTOR to perform additional work, including, but not limited to, mowing, edging, trimming, weeding, litter pickup, repairs, replacements, pressure cleaning and general site work ("**grounds maintenance service type work under normal circumstances**") when the need for such work arises. The Village will pay the CONTRACTOR based on the hourly labor rate specified on the Proposal. For work requested beyond the provided hourly labor rates, the Village Contract Administrator will request quote(s) from the CONTRACTOR which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Village Contract Administrator may request quotes from other contractors for the additional work.

2.16.2 Should additional work be required due to **extraordinary incidents/circumstances** such as vandalism, acts of God, and/or third-party negligence, the Village will pay the CONTRACTOR based on the hourly labor rate specified in the Proposal. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Village Contract Administrator may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within 24 hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate/quote to the Village Contract Administrator for the required approval.

2.17 ADDITIONS/DELETIONS OF ITEMS/PRODUCTS

Although this solicitation identifies specific items/products to be provided, it is hereby agreed and understood that any related items/products may be added/deleted to/from this contract at the option of the Village. When an addition to the contract is required, the Successful Proposer(s) under this contract, and other suppliers, as deemed necessary, shall be invited to submit quotes for these new items/products. If these quotes are comparable with market prices offered for similar items/products, the supplier(s), if applicable, and item(s) shall be added to the contract. An amendment to the contract shall be issued by the Village. In adding or deleting items/products, the Village may award the vendor with the lowest total price, may seek quotes from one or more contract vendors or may make any other determination deemed to be in the best interest of the Village.

2.18. EMERGENCY RESPONSE PRIORITY

It is hereby made a part of this solicitation that before, during, and after a public

emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the Bal Harbour Village, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the Village. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the Village on a "first priority" under the emergency conditions noted above.

2.18.1 EMERGENCY OPERATIONS PLAN

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit an Emergency Operations Plan to the Contract Administrator for review and acceptance. The Emergency Operations Plan must clearly identify how the CONTRACTOR will respond during periods before and after a public emergency. At a minimum the Plan shall address:

- a. Crew compliment and assignments.
- b. Equipment to be dedicated for use within the contract area.
- c. Work scheduling.
- d. Reporting methods in compliance with FEMA regulations
- e. A detailed "Hurricane Work Order Agreement" that will outline costs (labor, equipment and removal/disposal of debris) associated with any cleanup that would be beyond the regular scope of services.

The Hurricane Work Order Agreement is to be produced yearly and updated as required to remain in compliance with FEMA cost recovery procedures.

2.19. PERFORMANCE CONTROL, INSPECTIONS

2.19.1 MAINTENANCE STANDARDS, FREQUENCIES, WORK METHODOLOGY

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary to achieve the Quality Objective.

- 1) Standards and frequencies may be modified from time to time by the Village Contract Administrator as necessary to ensure proper maintenance to achieve the Quality Objective.
- 2) All work shall be done in a thorough and workmanlike manner under competent CONTRACTOR supervision to the satisfaction of the Village.
- 3) The CONTRACTOR shall have the exclusive duty, right, and privilege to perform Grounds Maintenance and Services, as specified herein. Contractors shall accomplish landscape maintenance required under the Contract during

daylight hours. The Village Contract Administrator may permit night scheduling on an individual function or task basis.

- 4) CONTRACTOR shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets and shall not cause annoyance to residents near the site or users of the site. During periods of peak rush hour traffic (7:00 am to 9:00 am and 4:00 pm to 6:00 pm) or Special Event, the CONTRACTOR will not block or impede travel lanes.
- 5) All work shall be scheduled and completed in a continuous manner, that is, other than a holiday or non-workday to maintain the site in a uniform manner. THE USE OF MACHINERY OR EQUIPMENT WHICH CREATES NOISE IS NOT PERMITTED PRIOR TO 8:30 AM.
- 6) CONTRACTOR shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- 7) The CONTRACTOR shall recognize that during the Contract, other activities and operations may be conducted by Village work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction, and storm related operations. The CONTRACTOR may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Contract Administrator. In the event a Site or part of a Site becomes unavailable for servicing by the Contractor, the Village Contract Administrator may temporarily delete the Site or part of the Site and compensation to the CONTRACTOR will be adjusted accordingly.
- 8) CONTRACTOR shall, during the hours and days of operation, respond to all emergencies by taking the appropriate/required action within two (2) hours.
- 9) CONTRACTOR shall have completed all Landscape Maintenance functions prior- to the scheduled maintenance inspection.

2.19.2 INSPECTIONS

The Contractor's Representative shall perform maintenance inspections daily during daylight hours of all sites assigned for the day. Bal Harbour Village Personnel shall provide continuing inspection of the sites to ensure adequacy of maintenance and that methods of performing the work follow these specifications. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor's Representatives verbally and in writing. Upon receipt, the CONTRACTOR will complete an action report in writing, to be provided to the Village Contract Administrator, and the noted items shall be corrected by the CONTRACTOR immediately.

- 1) The Contract Administrator and the Contractors' Representatives shall meet on the sites bi-monthly, or more frequently at the discretion of the Contract Administrator, for a walk-through inspection to prepare the above-mentioned action report. The meeting shall be at the convenience of the Village. All on-going maintenance functions shall be completed prior to this meeting.

2.19.3.DEFICIENCY/CURE NOTICES AND CORRECTIVE/TERMINATION

If the Village Contract Administrator determines that there is/are deficiency(s) by the CONTRACTOR in the performance of the contract, the Contract Administrator will notify the CONTRACTOR of the deficiency(s) in writing. The CONTRACTOR is to provide in writing within seven (7) calendar days of notification, any/all actions proposed to be taken to correct/cure the identified deficiency(s).

- 1) If all parties (Village Contract Administrator and Contractor) agree that actual damages/deficiencies would require more than seven (7) calendar days to correct/cure, a reasonable time frame, in writing, will be determined based on a meeting between the Village Contract Administrator and the CONTRACTOR for the identified deficiency(s).
- 2) Should the Village Contract Administrator issue two (2) deficiency(s) notices for the same deficit(s), or a total of three (3) notices within a twelve (12) month period, the Village may exercise its right to proceed with the Termination of this contract.

2.19.4.BAL HARBOUR VILLAGE RIGHT TO CORRECT DEFICIENCIES

Additionally, and notwithstanding the above provision, the Village has the right to move on site with Village personnel or private Contractors to correct deficiencies seven (10) calendar days after notification in writing, by either the Bal Harbour Village Parks and Public Spaces Department Director or his designee.

- 1) If, in the sole discretion or judgment of the Village Contract Administrator, the CONTRACTOR and/or his employee(s) are not properly performing the services required under the Contract, then the CONTRACTOR and/or all employees may be temporarily replaced by Village directed personnel and payment to be made by the Village suspended while the matter is being investigated. Total costs incurred by completion of the work by the Village will be deducted and forfeited from the payments to the CONTRACTOR from the Village.

This section shall not be construed as a penalty, but as an adjustment of payment to CONTRACTOR for only the work performed, and accepted by the Village, and the recovering of Village costs from the failure of the CONTRACTOR to complete or comply with the provisions of the Contract.

2.20. QUALITY CONTROL

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit a Quality Control Plan ("QCP") to the Contract Administrator for review and acceptance. The basic premise of the QCP is that the CONTRACTOR is responsible for Quality Control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the CONTRACTOR will monitor its own Work to

ensure that the Work is performed and meets the Quality Objective established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP shall be designed to keep the Contractor's management and the Village informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections shall be in addition to the requirement for daily supervision. The QCP records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, number and type of deficiencies and/or hazards found, and the nature of corrective action taken as appropriate. At a minimum the QCP shall address:

- 1) An inspection system that is tailored to the different Tasks and Sites covered under the Contract.
- 2) An annual service schedule to detail when various services are to be completed.

A partial service schedule example is provided below.

Site	Services	Freq.	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	
1	Collins Ave ROW														
	Mowing	42	2	2	4	4	5	4	5	4	4	3	3	2	
	Detailing	42	2	2	4	4	5	4	5	4	4	3	3	2	
	Fert & Pest	4		1			1		1				1		
	Wet Checks	24	2	2	2	2	2	2	2	2	2	2	2	2	
	Palm Pruning	4		1			1			1			1		
	Mulch	2							1					1	
	Pressure Washing	4		1			1			1			1		
	Litter Service	365	31	28	31	30	31	30	31	31	31	30	31	30	31
	Waste Receptacle	365	31	28	31	30	31	30	31	31	31	30	31	30	31
	Dog Stations	365	31	28	31	30	31	30	31	31	31	30	31	30	31
2	Beach PL, Cut Walk & Adj. ROW														
	Mowing	42	2	2	4	4	5	4	5	4	4	3	3	2	
	Detailing	24	2	2	2	2	2	2	2	2	2	2	2	2	
	Fert & Pest	4		1			1		1				1		
	Wet Checks	24	2	2	2	2	2	2	2	2	2	2	2	2	
	Palm Pruning	4		1			1			1			1		
	Tree Trimming	1		1											
	Mulch	2							1					1	
	Pressure Washing	4			1			1			1			1	
	Litter Service	365	31	28	31	30	31	30	31	31	31	30	31	30	31
	Waste Receptacle	365	31	28	31	30	31	30	31	31	31	30	31	30	31
Dog Stations	365	31	28	31	30	31	30	31	31	31	30	31	30	31	

- 3) A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Village Inspectors or the Contract Administrator point out the deficiencies. The system should also ensure non-recurrence of defective Work.
- 4) A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- 5) A system that provides the Contract Administrator access to all Contractor documentation, reports, and files (to include any forms on which Quality Control inspections are documented) with respect to CONTRACTOR quality control inspections and any corrective action taken; All service records will be

completed in a GIS based electronic format which is to be approved by the Village.

- 6) How corporate/home office will provide Contract support, services, and controls.
- 7) The identity of all personnel who will be performing QC inspections by name, and title. Verification that the person who actually performed the Work did not perform QC inspections.

Where the QCP is returned by the Village Contract Administrator for revisions or corrections, the CONTRACTOR shall resubmit a corrected QCP within seven (7) days of receipt from the Village Contract Administrator, with the requested revisions or corrections. The CONTRACTOR shall not implement any changes to its approved QCP prior to review and acceptance by the Village Contract Administrator. The CONTRACTOR shall perform QC inspections by qualified personnel (i.e. - personnel knowledgeable of all technical aspects of the Work which would allow identification/discovery of improperly performed services) and provide written documentation of the inspection results to the Contract Administrator on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed.

All completed inspection reports must be submitted to the Village Contract Administrator. The CONTRACTOR shall furnish a monthly report ("Report") to the Village Contract Administrator no later than end of business of the first day of the following month that shall consist of five (5) parts, broken down as follows:

- Part 1- Prior month's General Services completed; identified by Site and the date(s) the Work was performed.
- Part 2- Prior month's Supplemental Services activities completed; identified by Site, the date(s) the Work was performed, and the cost(s) associated with the Work.
- Part 3 - Prior month's Re-Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 4 - Prior month's Additional Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 5 - Prior month's inspections conducted under the QCP. This Part of the Report shall include the following details:
 - Dates of inspections.
 - Name and signature of the inspector.
 - Location of the inspection.
 - Work inspected.
 - Locations found to follow the Performance Standards.
 - Locations found to be non-compliant.
 - Deficiencies found per location.
 - Actions are taken to correct deficiencies.
 - Actions taken to mitigate future deficiencies.

CONTRACTOR shall provide the Village Contract Administrator with hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring. Deficiencies or hazards discovered by Village Inspectors may result in Re-inspection Fees and/or Payment Adjustments

EXHIBIT A-PRICING

RFP-2024-02
Landscape Maintenance / Beautification Services
Village Price Sheet One

	A	B	C	D	E	F	G
1	Site		Component Svcs.	Annual Freq.	Cost per Service	Cost per Addi'll Service	Annual Cost
2	1	Collins Ave ROW					
3			Mowing	42	\$ 770.0	\$ 770.0	\$ 32,340.0
4			Detailing	42	\$ 2,700.0	\$ 2,700.0	\$ 113,400.0
5			Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
6			All other Fertilization	3	\$ 2,421.0	\$ 2,421.0	\$ 7,263.0
7			Pest Control		\$ 500.0	\$ 500.0	\$ -
8			Wet Checks	24	\$ 1,788.0	\$ 1,788.0	\$ 42,912.0
9			Palm Pruning	4	\$ 14,850.0	\$ 14,850.0	\$ 59,400.0
10			Mulch Application	2	\$ 1,188.0	\$ 1,188.0	\$ 2,376.0
11			Pressure Washing	4	\$ 6,290.0	\$ 6,290.0	\$ 25,160.0
12			Litter Service	365	\$ 7.0	\$ 7.0	\$ 2,555.0
13			Bus Shelters	365	\$ 55.0	\$ 55.0	\$ 20,075.0
14			Dog Stations	365	\$ 20.0	\$ 20.0	\$ 7,300.0
15			Site 1 Totals		\$ 31,589.0	\$ 31,589.0	\$ 315,781.0
16	2	96th Street ROW					
17			Mowing	42	\$ 300.0	\$ 300.0	\$ 12,600.0
18			Detailing	24	\$ 418.0	\$ 418.0	\$ 10,032.0
19			Turf Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
20			All other Fertilization	3	\$ 377.0	\$ 377.0	\$ 1,131.0
21			Pest Control		\$ 100.0	\$ 100.0	\$ -
22			Wet Checks	24	\$ 239.0	\$ 239.0	\$ 5,736.0
23			Palm Pruning	4	\$ 2,406.0	\$ 2,406.0	\$ 9,624.0
24			Mulch Application	2	\$ 239.0	\$ 239.0	\$ 478.0
25			Pressure Washing	4	\$ 1,290.0	\$ 1,290.0	\$ 5,160.0
26			Litter Service	365	\$ 3.0	\$ 3.0	\$ 1,095.0
27			Bus Shelters	365	\$ 12.0	\$ 12.0	\$ 4,380.0
28			Dog Stations	365	\$ 2.0	\$ 2.0	\$ 730.0
29			Site 2 Totals		\$ 5,486.0	\$ 5,486.0	\$ 51,266.0
30	3	Beach PL, Cut Walk & Adj. ROW					
31			Mowing	42	\$ 100.0	\$ 100.0	\$ 4,200.0
32			Detailing	24	\$ 737.0	\$ 737.0	\$ 17,688.0
33			Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
34			All other Fertilization	3	\$ 500.0	\$ 500.0	\$ 1,500.0
35			Pest Control		\$ 200.0	\$ 200.0	\$ -
36			Wet Checks	24	\$ 83.0	\$ 83.0	\$ 1,992.0
37			Palm Pruning	4	\$ 1,320.0	\$ 1,320.0	\$ 5,280.0
38			Tree Trimming	1	\$ 1,320.0	\$ 1,320.0	\$ 1,320.0
39			Mulch Application	2	\$ 4,050.0	\$ 4,050.0	\$ 8,100.0
40			Pressure Washing	4	\$ 4,000.0	\$ 4,000.0	\$ 4,000.0
41			Litter Service	365	\$ 3.0	\$ 3.0	\$ 1,095.0
42			Waste Receptacles	365	\$ 6.0	\$ 6.0	\$ 2,190.0
43			Dog Stations	365	\$ 4.0	\$ 4.0	\$ 1,460.0
44			Site 3 Totals		\$ 13,323.0	\$ 13,323.0	\$ 51,825.0
45	Sub-Total Sites 1-3				\$ 50,398.0	\$ 50,398.0	\$ 418,872.0
46	Site		Component Svcs.	Freq.	Cost per Service	Cost per Addi'll Service	Annual Cost
47	4	Coastal Beach Area					
48			Detailing	42	\$ 5,880.0	\$ 5,880.0	\$ 246,960.0
49			Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
50			All other Fertilization	3	\$ 2,698.0	\$ 2,698.0	\$ 8,094.0

Village Price Sheet One

	A	B	C	D	E	F	G
51			Pest Control		\$ 800.0	\$ 800.0	\$ -
52			Wet Checks	24	\$ 715.0	\$ 715.0	\$ 17,160.0
53			Palm Pruning	4	\$ 13,820.4	\$ 13,820.4	\$ 55,281.6
54			Tree Trimming	1	\$ 1,760.0	\$ 1,760.0	\$ 1,760.0
55			Pressure Washing-Jetty	4	\$ 2,000.0	\$ 2,000.0	\$ 2,000.0
56			Litter Service	365	\$ 22.0	\$ 22.0	\$ 8,030.0
57			Waste Receptacles	365	\$ 23.0	\$ 23.0	\$ 8,395.0
58			Dog Stations	365	\$ 15.0	\$ 15.0	\$ 5,475.0
59			Site 4 Totals		\$ 28,733.4	\$ 28,733.4	\$ 356,155.6
60	5		Village Hall				
61			Mowing	42	\$ 271.0	\$ 271.0	\$ 11,382.0
62			Detailing	24	\$ 500.0	\$ 500.0	\$ 12,000.0
63			Turf Fertilization	3	\$ 100.0	\$ 100.0	\$ 300.0
64			All other Fertilization	3	\$ 370.0	\$ 370.0	\$ 1,110.0
65			Pest Control		\$ 200.0	\$ 200.0	\$ -
66			Wet Checks	24	\$ 122.0	\$ 122.0	\$ 2,928.0
67			Palm Pruning	4	\$ 1,119.8	\$ 1,119.8	\$ 4,479.2
68			Tree Trimming	1	\$ 660.0	\$ 660.0	\$ 660.0
69			Mulch Application	2	\$ 2,505.0	\$ 2,505.0	\$ 5,010.0
70			Pressure Washing	4	\$ 645.0	\$ 645.0	\$ 2,580.0
71			Litter Service	365	\$ 2.0	\$ 2.0	\$ 730.0
72			Site 5 Totals		\$ 6,494.8	\$ 6,494.8	\$ 41,179.2
73	6		Bal Harbor Waterfront Park				
74			Mowing	42	\$ 100.0	\$ 100.0	\$ 4,200.0
75			Detailing	24	\$ 737.0	\$ 737.0	\$ 17,688.0
76			Turf Fertilization	3	\$ 1,000.0	\$ 1,000.0	\$ 3,000.0
77			All other Fertilization	3	\$ 500.0	\$ 500.0	\$ 1,500.0
78			Pest Control		\$ 200.0	\$ 200.0	\$ -
79			Wet Checks	24	\$ 83.0	\$ 83.0	\$ 1,992.0
80			Palm Pruning	4	\$ 1,320.0	\$ 1,320.0	\$ 5,280.0
81			Tree Trimming	1	\$ 1,320.0	\$ 1,320.0	\$ 1,320.0
82			Mulch Application	2	\$ 4,050.0	\$ 4,050.0	\$ 8,100.0
83			Litter Services	365	\$ 8.4	\$ 8.4	\$ 3,066.0
84			Pressure Washing	24	\$ 75.0	\$ 75.0	\$ 1,800.0
85			Site 6 Totals		\$ 9,393.4	\$ 9,393.4	\$ 47,946.0

village price sheet one

	A	B	C	D	E	F	G
86	7	Public Works Operations Facility					
87		Mowing	42	\$	200.0	\$	200.0
88		Detailing	24	\$	100.0	\$	100.0
89		Turf Fertilization	3	\$	100.0	\$	100.0
90		All other Fertilization	3	\$	100.0	\$	100.0
91		Pest Control		\$	100.0	\$	100.0
92		Wet Checks	24	\$	40.0	\$	40.0
93		Tree Trimming	1	\$	300.0	\$	300.0
94		Mulch Application	2	\$	700.0	\$	700.0
95		Site 7 Totals		\$	1,640.0	\$	1,640.0
96	Site	Component Svcs.	Freq.		Cost per Service	Cost per Add'l Service	Annual Cost
97							
98		Sites 1-7 Totals			\$96,659.6	\$96,659.6	\$878,212.8
99							
100	The following pricing is requested to provide All Battery Powered Equipment and Organic Pest Control and Fertilization Products to be used in the provision of service at all sites. If there is an additional cost to provide these items, for all sites, the price differential is required to be identified below. If there is no cost increase, this area can remain blank.						
101							
102	Additional Annual Cost for the use of Battery Powered Tools/Equipment if Applicable						
103	Annual Cost using all Battery Powered Equipment						\$
104	Annual Cost using all Battery Powered Small All Terrain Vehicles /Carts						\$
105	Annual Cost using all Organic Pest Control Products						\$ 7,000.0
106	Annual Cost using all Organic Fertilization Products						\$ 3,000.0
107							\$
108		Sites 1-7 Totals					\$ 878,212.8
109		Battery/Organics Additional Cost					\$ 10,000.0
110		Grand Total					\$ 888,212.8
111							
112							

ADDITIONAL LABOR RATE WORKSHEET			
COMPANY NAME: BrightView Landscape Services, Inc			
Not to Exceed (NTE) Hourly Labor Rates (for Work other than specified herein, at the direction of the Village).			
Item #	Job Classification		Total Cost
1	Hourly rate per Horticulturist/Contractor Representative	Regular Time	\$ 112.0
		Over-time	\$ 178.0
2	Hourly rate per Laborer/Groundskeeper	Regular Time	\$ 35.0
		Over-time	\$ 52.5
3	Hourly rate per Irrigation Technician	Regular Time	\$ 55.0
		Over-time	\$ 82.5
4	Hourly rate per Large Equipment Operator	Regular Time	\$ 55.0
		Over-time	\$ 82.5
5	Hourly rate per Supervisor/Foreman	Regular Time	\$ 55.0
		Over-time	\$ 82.5
6	Hourly rate per Climber	Regular Time	\$ 75.0
		Over-time	\$ 112.5
7	Hourly rate per Certified Arborist	Regular Time	\$ 125.0
		Over-time	\$ 187.5
8	Hourly rate per Pressure Cleaning Technician	Regular Time	\$ 35.0
		Over-time	\$ 52.5
9	Hourly rate per Pest Control Technician	Regular Time	\$ 55.0
		Over-time	\$ 82.5
NOTE: THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL PROPOSER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.			

RFP-2024-02 Landscape Maintenance / Beautification Services			
ADDITIONAL MATERIALS WORKSHEET			
Additional Materials & Services (Not specified herein, to be installed at the direction of the Village)			
Item #	Job Classification	Quantity	Unit Price including Preparation & Installed
1	St. Augustine Sod	Pallet	\$ 550.00
2	Bermuda Sod	Pallet	\$ 660.00
3	Zoycia Sod	Pallet	\$ 720.00
4	Coccina Sand	Cubic Yard	\$ 300.00
5	Recycled Round-wood Mulch Dark Brown Color	Cubic Yard	\$ 65.00
6	Seasonal Color 4.5"	32,520 ea.	\$ 2.60
7	Planting Soil Mix	Cubic Yard	\$ 55.00
8	"Muck-sand-soil"	Cubic Yard	\$ 65.00
9	"Palm Special" Fertilizer (8N-2P2O5-12K2O +4Mg) with micronutrients.	50 lb Bag	\$ 85.00
10	Complete slow release Fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15,	50 lb Bag	\$ 96.80
11	Scotts® Nature Scapes® advanced, classic black	Bag	\$ 6.80
12	Irrigation System Design-Build/Repairs <i>(Complete installation of irrigation sytem; inclusive of main-line, timers, valves, required parts, etc.)</i>	Linear Foot	\$ 22.00
13	Tree Pruning <i>(less than 12" caliper)</i>	Each	\$ 125.00
14	Tree Pruning <i>(12" caliper or larger)</i>	Each	\$ 225.00
15	Palm Pruning <i>(less than 12" caliper)</i>	Each	\$ 35.00
16	Palm Pruning <i>(12" caliper or larger)</i>	Each	\$ 75.00
17	Tree/Palm Stump Grinding (less than 12" Diameter)	Each	\$ 155.00
17	Tree/Palm Stump Grinding (Greater than 12" Diameter)	Each	\$ 300.00
18	Percentage above wholesale cost to provide and install Cocos Nucifera Coconut Palms	Each	55%
19	Percentage above wholesale cost to provide and install 1 gal. to 45 gal. plants	Each	55%
20	Percentage above wholesale cost to provide 15 gal. to 100 gal. trees	Each	55%

NOTE: AS IT RELATES TO ITEMS #18 -20 ABOVE, THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE THESE COSTS TO INSTALL PLANT MATERIAL FROM THE SUCCESSFUL PROPOSER. SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE VILLAGE RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

Brightview Landscape Services, Inc.
440 Sawgrass Corporate Parkway
Ste 102 Sunrise, FL. 33325

RE: Agreement - 2024-02 Landscape Maintenance and Beautification Services

Mr. Charles Gonzalez:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of _____ Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Robert Clark, Public Works & Beautification Department, as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: John Oldenburg, Director Public Works & Beautification Department
Claudia Dixon Chief Financial Officer

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Brightview Landscape Services, Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village developed a Request for Proposals (RFP) no. 2024-03-BHCA for the provision of landscape maintenance and beautification services at Bal Harbour Civic Association Common areas; and

WHEREAS, proposals submitted in response to the RFP were evaluated and ranked by a selection committee; and

WHEREAS, the selection committee has identified the CONTRACTOR as the most responsive and responsible proposer; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Contractor agree as follows:

- I. **SCOPE OF SERVICES.** Contractor shall provide the scope of services ("Services" or "Work") set forth in Contractor's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Contractor shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.
- II. **TERM.**

This Agreement shall commence on the Notice to Proceed (NTP), issuance date and shall continue for three (3) years, with two (2) subsequent optional three (3) year renewal periods as approved by the Village Manager, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

After the initial term, the Agreement may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's

right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

III. PAYMENT.

The amount of compensation payable by the VILLAGE to CONTRACTOR shall be based upon the prices as set forth in Exhibit "A", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- A. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE Manager and CONTRACTOR, no more often than monthly, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- B. Notwithstanding any provision of this Agreement to the contrary, VILLAGE Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE Manager. The amount withheld shall not be subject to payment of interest by VILLAGE.
- C. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.
- D. CONTRACTOR agrees to keep such records and accounts as may be necessary to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.

- E. If it should become necessary for VILLAGE to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- F. Beginning on October 1, 2027 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Contractor sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable

attorney's fees up to and not to exceed the total paid to date by the Village to Contractor.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Contractor shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Contractor up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Contractor's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Contractor warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Contractor's profession.

Contractor acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

X. FEDERAL PROVISIONS

Bal Harbour Village ("Recipient") and _____, ("Contractor"). The

Recipient by entering into an agreement with the State of Florida, Division of Emergency Management for American Rescue Plan Act funding allocations is required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

The services detailed within this agreement may be provided during periods of declared Critical Incidents. The Village if under an active agreement with the State of Florida, Division of Emergency Management, funding allocations are required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

1) EQUAL OPPORTUNITY EMPLOYMENT

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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. 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.

d. 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.

e. 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 Secretary of Labor.

f. 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 Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the 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 Secretary of Labor, or as otherwise provided by law.

2) COPELAND ANTI-KICKBACK ACT

1) "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor accepts responsibility for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

3) CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Working more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

5) SUSPENSION AND DEBARMENT

This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

6) BYRD ANTI-LOBBYING AMENDMENT

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,A) **SCRUTINIZED**

COMPANIES

- A. 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.
- B. 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.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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.

XI. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the

following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Contractor: Brightview Landscape Services, Inc.
440 Sawgrass Corporate Parkway
Ste 102
Sunrise, FL. 3325

XII. COMPLIANCE WITH LAWS.

Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XIII. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XIV. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such

termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XV. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVI. NO CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XVII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XVIII. FORCE MAJEURE.

Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that

the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XIX. INDEPENDENT CONTRACTOR.

Contractor has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

XX. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B. 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.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- D. 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 Contractor shall be delivered by Contractor to the Village

Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXI. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes

obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONTRACTOR:

Brightview Landscape Services, Inc.,
440 Sawgrass Corporate Parkway
Ste 102 Sunrise, FL. 33325

VILLAGE:

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

Charles Gonzalez
VP, GM

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____

Village Attorney

EXHIBIT A

SCOPE OF SERVICES/PRICING

SCOPE OF GENERAL SERVICES

- 2.3.1 The CONTRACTOR will perform "GENERAL SERVICE" at street ends, parks, BHCA Village facility grounds, and greenspace sites as per the specifications described here in, which include but not be limited to;
- 1) Turf mowing, edging, line trimming, integrated pest management, fertilization, and replacement as required.
 - 2) Hedge, shrub beds, flower beds, ground cover pruning, integrated pest management, fertilization, and replacement as required.
 - 3) Canopy Tree and Palm pruning, integrated pest management, fertilization, and replacement as required.
 - 4) Irrigation system operation maintenance/repair.
 - 5) Litter retrieval and waste disposal,
 - 6) Curb and gutter, sidewalks and facility walking surfaces.
 - 7) Dog waste station waste disposal and bag replenishment.
 - 8) Emergency Operations Response post storm event for debris collection, downed tree removals and restoration activities.
- 2.3.2 The CONTRACTOR will provide sufficient onsite full time general service employees, one (1) Irrigation Technician and one (1) full-time Supervisor, fully equipped and on duty during regular business hours; Monday - Friday, within the Contract Areas as needed to maintain the Quality Objective. The Supervisor or onsite designee must be able to communicate with Village staff in English.
- 2.3.3 The landscape maintenance program must be managed by a full-time degreed Horticulturalist. The Tree care program must be managed by an International Society of Arborists (ISA), certified Arborist. The Horticulturalist and Arborist must visit the contract locations at a frequency that is sufficient to ensure compliance with the contractual provisions related to the maintenance specifications.
- 2.3.4 The CONTRACTOR will adhere to a work schedule as approved by the Village and BHCA. Any variations to that schedule, requested by either party, must be approved in writing by an authorized representative of the other party. A sample schedule is to be provided in the response.
- 2.3.5 The CONTRACTOR is Prohibited from conducting any work except for, dog waste station waste disposal/bag replenishment and litter control activities on Saturdays and Sundays and on all designated Federal Holidays including but not limited to; New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah, and

on Mondays through Fridays from 5:30 p.m. to 8:30 a.m. The applicable noise ordinance is linked for reference.

https://library.municode.com/fl/bal_harbour/codes/code_of_ordinances?nodeId=PTIICOOR_CH11NU_ARTIINO_S11-31CENORESPHO

In the event of a designated Critical Incident, such as a named tropical storm or hurricane, the prohibition related to work can be suspended if the Village Manager proclaims an Emergency Declaration.

2.3.6 For ROW, the work shall include Traffic Control as described herein (See 2.5.5 SAFETY AND PROTECTION)

2.4. SERVICE SPECIFICATIONS

These specifications designate the method basic maintenance tasks will be performed to achieve the overall Quality Objective, which is to maintain the landscaping and hardscape at the listed sites in a vigorous, healthy, growing, safe, clean, and attractive condition throughout the year. These specifications identify the minimum acceptable standards for this work and Contractors are encouraged to offer enhancements in their submittals for consideration.

PRIOR TO COMMENCEMENT SERVICES, THE CONTRACTOR SHALL HAVE TWENTY-FIVE (25) DAYS FROM START OF CONTRACT TO THOROUGHLY INSPECT ALL SITES AND REPORT ANY PRESENT DAMAGES OR DEFICIENCIES IN THE LANDSCAPING AND IRRIGATION SYSTEMS FOR EACH INDIVIDUAL SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INTEGRITY OF THE LANDSCAPE AFTER THIS INITIAL INSPECTION REPORT AND SUBSEQUENT REPAIRS.

2.4.1. STANDARDS AND REFERENCES

The Contractor's Representative shall be well versed in Florida maintenance operations and procedures. All employees shall be competent and skilled in their particular job in order to ensure that they properly perform the work assigned.

The following organizations provide standards and publications which may be used as a guide for conducting grounds maintenance and services, under the Agreement:

- A. Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- B. Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- C. Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.

- D. Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."
- E. Institute for Regional Conservation.
- F. Florida Department of Environmental Protection.
- G. American National Standards Institute A-300 Standards.
- H. Florida Nursery, Growers and Landscape Association.

2.4.2. MATERIALS

All materials supplied and used by Contractors shall be the highest quality and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. BHCA inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee. Salvage materials will not be allowed.

REPLACEMENT:

Any plants which are damaged or die because of improper maintenance, inadequate or lack of irrigation or lack of sufficient maintenance shall be replaced by the Contractor, at no cost to the BHCA, within ten (10) calendar days upon discovery by the CONTRACTOR or notification by the BHCA. The following criteria shall be used to determine if replacement is necessary.

1. Plants are not in a healthy growing condition, and this renders them below the minimum quality standard (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
2. There is a question of any plant's ability to thrive after the end of the maintenance period which would render it below the minimum quality standards (Florida Grade #1 as defined by the Florida Grades and Standards Manual for Nursery Plants).
3. The plant material is dead.

The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the BHCA, in advance. The extended time shall be negotiated between all parties concerned but must receive final approval by the BHCA. After the ten (10) day replacement period, work will be deemed to be Non-Conforming and Subject to Payment Adjustments in accordance with provisions contained herein. Additionally, and notwithstanding; the BHCA may perform the work and withhold monies due to the CONTRACTOR for materials and labor costs.

2.4.4. SIZE, QUALITY, AND GRADE OF REPLACEMENT

Replacement material shall be of the same brand, species, quality, and grade as that of the material to be replaced, or it shall conform to the Florida Grades & Standards for nursery plants Florida #1 Quality, whichever is higher. The size of

the replacement plants shall not necessarily be the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.

- 1) Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters and shall be free from any weeds.
- 2) All trees shall be measured Diameter at Breast Height (DBH), 4.5 feet above ground surface.
- 3) Plant materials shall be symmetrical, and/or typical for variety and species.
- 4) All plant materials must be provided by a licensed nursery and shall be subject to acceptance as to quality by the Contract Administrator.
- 5) Replacements shall be guaranteed for the length of the Contract.
- 6) The CONTRACTOR shall be responsible for hand watering the replacement (if required), for up to 42 calendar days after planting or until established.
- 7) Should CONTRACTOR supply water, the water shall be fresh (non-salt), and containing no harmful levels of pollutants or chemicals.
- 8) Any soil supplied by Contractors shall be good, clean, friable top soil (or soil mix), free from any toxic, noxious or objectionable materials, including rocks, lime rock, plant parts or seeds.
- 9) "Planting Soil Mix" shall be equal parts of Canadian peat, silica sand, and composted organic matter, sterilized.
- 10) "Muck-sand-soil" shall be 80 percent silica sand and 20 percent Florida peat.
- 11) All fertilizer shall be the best commercial grade and except for free flowing liquids, shall be delivered to site and be dry when processed for application. Fertilizers shall be in appropriate containers and tagged. Special permission from the Contract Administrator is required to use bulk fertilizers. The CONTRACTOR shall submit copies of the manufacturer's specifications for all fertilizer including data substantiating that the proposed materials comply with specified requirements.

2.4.5. PESTICIDES (INSECTICIDES, FUNGICIDES, HERBICIDES, ETC.)

The BHCA is strongly encouraging the use of certified Organic pest control insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides if at a higher cost, will be separated from the non-organic EPA approved products.

Insecticides & Fungicides shall be only those which are approved or recommended for use near open water bodies and those specified. Only the Federal Environmental Protection Agency (EPA) approved products shall be used. All pesticides are to be registered and approved for use by the Florida Department of Agriculture. Submit on an as needed basis, a schedule of spraying and dusting

materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. The need for pest and disease control, will be determined by the Contractor's Horticulturist and approved by the BHCA, Also, if requested by the BHCA, the CONTRACTOR will furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal, State, and Local Regulations. Any use of pesticides in Parks must be approved in writing by the BHCA.

2.4.6. MISCELLANEOUS MATERIALS

Mulch shall be "Ameri grow" Recycling's or BHCA approved equivalent shredded, round-wood, recycled mulch Pine Bark Brown in color. Other mulch types may be required at specific locations upon request by the BHCA. Alternative mulch types will be readily available on the wholesale market, be of equal or lesser wholesale cost or increased costs to be paid by BHCA.

2.4.7. EQUIPMENT

Equipment supplied by CONTRACTOR shall be designed for or suited to the maintenance task in which it is to be used. Equipment will not be used in areas or to perform tasks where damage will result to the landscapes or sites. CONTRACTOR shall maintain supplied equipment in a good appearance and all equipment shall be maintained in a safe, operational, and clean condition. **No gasoline leaf blowers shall be used at any contracted site. The BHCA is requesting the pricing to utilize all electric battery powered equipment and small service vehicles. The pricing for use gasoline or battery powered equipment, if provided at a higher cost, will be requested on the pricing sheets.**

Storage space is limited with the Village and onsite storage of large equipment, vehicles and trailers is not available or permitted. Limited storage for hand power tools, hand tool charging and small ATV's is possible.

Upon specific request by the BHCA, the CONTRACTOR will supply a current list of supplied equipment used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Contract Administrator or their designee shall have the right to reject the use of any specific piece of supplied equipment on the site, by notification to CONTRACTOR.

2.4.8. COMPLETION OF WORK

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming, litter removal, etc. shall be completed before leaving the job site.

2.5 TURF CARE

Maintain turf areas in a healthy, growing green and trim condition by performing the following operations.

2.5.1. SITE PREPARATION

The CONTRACTOR shall, prior to mowing, retrieve materials and dispose of waste to include, and not be limited to, papers, glass, bottles, cans, fallen tree limbs and/or fronds, and all other deleterious materials found on the sites listed herein. Should the CONTRACTOR have knowledge of the existence of hazardous wastes upon lands covered by the provisions of this agreement, the CONTRACTOR shall not remove same from the premises but shall have a duty to immediately notify the BHCA in writing.

2.5.2 MOWING GENERAL

Mowing shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Special care will be required to avoid scalping swales and on top of berms. Line trimmers will not be permitted for cutting grass in areas larger than 64 square feet. Rotary mowers will be used on St. Augustine and Bahia grass.

- 1) All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- 2) All mower blades are to be maintained sharpened condition and sharp enough to cut, rather than to tear grass blades.
- 3) Mowing will be performed carefully so as not to "bark" trees or shrubs, or to introduce weeds into ground cover beds, or to damage sprinkler heads, curbs, or other facilities.
- 4) Grass clippings or debris caused by mowing or trimming will be collected and removed from the turf or from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed and legally disposed of at an off-site location at Contractor's expense.
- 5) Mowing will not be done when weather or other conditions will result in damaged turf.

2.5.3 MOWING SPECIFICS

- A. ST. AUGUSTINE GRASS: Mow only with a rotary mower a minimum of once per week during the growing season of May through the second week of October and at other General Service, as needed, throughout the year.
- B. NON-ATHLETIC FIELD: Turf shall be mowed at 3 3/4" to 4 "above soil level with a mower designed for use in specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation.

- C. PASPALUM, BERMUDA, AND ZOYSIA: (IF INSTALLED) shall be mowed at .5" to 2.5" above soil level with a reel mower designed for use in specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation. Clippings will be considered excessive if still visible on grass the day after mowing. Mow with a reel mower (or rotary if approved in writing by the BHCA Contract Administrator) a minimum of twice per week during the growing season of March through the end of October and at other General Service, as required to maintain desired height of grass. Twice weekly mowing may also be required during the winter months if annual rye grass has been seeded. If turf has a scalped appearance after mowing too much of the leaf blade was removed and stems of grass exposed. Never remove more than 1/3 of the leaf blade. Mowing directions shall be altered at each mowing to avoid wear patterns.

TRIMMING AND EDGING

- 1) CONTRACTOR shall trim and properly edge all shrub and flower beds as well as trees, curbs, walks, lighting, and all other obstacles in the landscape and remove clippings.
- 2) Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the hard edge.
- 3) Edging of beds and the tree rings (soft edging) shall be executed not less than every other mowing with respect to the turf type adjacent to the edging. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed), shall be edged with a manual or mechanical edger to a neat vertical uniform line.
- 4) Line Trimmers are not to be used for vertical edging or for cutting turf grass in areas larger than 64 square feet.
- 5) Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Care shall be taken to avoid damage of groundcover weed barrier. Grass will be trimmed at the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf, such as posts, walls, fences, etc.
- 6) Particular attention will be given to trimming around sprinkler heads and other irrigation system components to ensure their proper water delivery function. The mechanical line trimmers are not to be used within eighteen (18") inches of tree or palm trunks and are not to be used in lieu of a trim mower, to mow large areas of grass.
- 7) Damage to property or existing vegetation by improper trimming or edging shall be repaired or replaced within 48 hours at Contractor's expense.
- 8) All walks and other paved areas littered in the lawn maintenance process shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Direct clippings back on to the site not in to the roadway.

- 9) Debris shall never be disposed into storm drains, adjacent properties or into adjacent roadways. Shell, mulch, gravel or other porous walkways shall be raked clean with a fan rake.
- 10) Blowers are not to be used on shell, mulch or sand walkways. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter during each service visit.
- 11) Materials cleaned from the grounds may not be disposed of on-site and must be removed from locations at the Contractor's expense. A copy for approval of a complete annual landscape maintenance schedule will be provided to the BHCA's Contract Administrator in a timely manner as requested. A sample schedule has been provided for reference, as Exhibit "D".

2.5.5 PRUNING SHRUBS AND GROUND COVER PLANT BED AREA MAINTENANCE

All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Contract Administrator.

2.5.6 BED AREA MAINTENANCE

The CONTRACTOR shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged and kept weed free at all times. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Landscape edging where used must be kept in place, and vertical as it was originally installed.

2.5.7 SHRUBS

All shrub material shall be pruned a minimum of once per month during the dormant season and weekly during the peak growing season to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.5.8 GROUND COVER

All groundcover material shall be pruned a minimum of once per month to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept in-bounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.6 TREES AND PALMS

Trees and palms are to be maintained in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the Contract Administrator.

Emphasis to be placed on the proper (natural) shape and size. Limit the amount of trimming done to meet special purposes, e.g., sign clearance on businesses, leaves dropping on outdoor tables, etc. The Village's tree code states that it is unlawful to destroy a tree's natural shape. This type of pruning to be performed only with the approval of the BHCA Contract Administrator.

2.6.1 TREE ABUSE PROHIBITION

It shall be unlawful to abuse any tree located within the boundaries of the Village of Bal Harbour, either public or private.

The following acts shall constitute tree abuse:

- 1) Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, intentional vehicle abuse, chemical applications, changes to the natural grade, fire, storage or disposal of toxic or hazardous substances, or any removal of the outer bark area.
- 2) Damage inflicted to or cutting a tree which permits infection or pest infestation.
- 3) Cutting any tree which destroys its natural shape, such as topping or hat racking.
- 4) Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to go on through, or around, any tree, causing permanent damage to the tree.
- 5) Any pruning, or cutting, in violation of the practices established by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations.

2.6.2 PRUNING

All pruning shall be in compliance with the most recent tree maintenance standards as published in the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations. All tree pruning must be done by an ISA certified arborist or under the direct, on-site supervision of an ISA certified arborist.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring street-lights, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc. Tree branches shall be pruned up to seven (7') feet over walkways, (12') over roadways and in areas

so designated by the BHCA Contract Administrator.

There are a total of #535 Coconut palms installed within the community common areas, parks and in the front of many private homes. The palms in the front of the private homes all contain an identification tag. Pruning is the only maintenance required for the palms installed in the front of private properties.

In addition to the situations mentioned in the preceding text, Pruning shall include the following items:

- 1) Dead, dying or unsightly part of the tree.
- 2) Remove sucker growth from base of the trees in which an exposed trunk character is desired.
- 3) Crossed branches that may rub together.
- 4) "V" crotches with included bark, which are subject to failure subordinate multiple leaders if the tree normally has only a single stem.
- 5) Growth that interferes with the movement of vehicle or pedestrian traffic, signage, or lighting.
- 6) Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- 7) All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.
- 8) **Non self-shedding Palm varieties**, are to be pruned a minimum of four times a year, in May, August, November and February. Minor pruning as otherwise required to remove brown or broken fronds, prevent encroachments, and remove fruit shall be done throughout the year at no additional costs to the BHCA. Special attention should be paid Coconut Palms where fallen fruit may present a hazard to pedestrians or property or create problems with sanitation. The pruning schedule may be adjusted at the direction of the Contract Administrator depending on weather and seasonal growing-conditions. In addition to the common area coconut palms, there are BHCA maintained coconut palms within the first ten feet of many (10) private residences. These palms are identified with a tag and they are included in this scope of pruning specifications.

2.6.3 NATURAL SHAPING AND THINNING

Prune, thin, and trim all trees at least once a year. Trees should be inspected and evaluated monthly, and pruning scheduled as needed for health, development of structural strength, public safety, maintenance of clearances, etc. to keep the trees healthy, to (1) maintain the natural character of the variety, (2) to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous, and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth.

- 1) Palms shall be pruned using sterilized hand saws as needed to remove fruit, inflorescence, dead fronds and weak stalks.
- 2) To prevent the spread of disease and reduce the possibility of nutrient deficiencies, only dead, brown fronds should be removed under normal circumstances.
- 3) Whenever live plant tissue is being cut, including for example, diseased, broken or mostly dead fronds or fruits or inflorescences, tools shall be disinfected. Disinfect tools between palms by soaking in a (5.25%) - 25% dilution Chlorine bleach and water solution for a minimum of 5 minutes. Saws must be disinfected after pruning each Phoenix palm.
- 4) Palms shall not be excessively pruned, i.e., above the horizontal plane with the ground, or the 3 o'clock/9 o'clock crown positions. Remove brown or broken fronds only unless removal is required due to encroachments.

2.6.4 STAKING AND GUYING AND TREE SET-UP

- 1) Maintain existing and adjust tree stakes, guy wires and hoses or blocks, until trees can stand vertical and/or resist normal winds.
- 2) The CONTRACTOR shall be responsible for the complete removal and replacement of those trees lost due to the Contractor's faulty maintenance or negligence, as determined by the BHCA Contract Administrator.
- 3) Replacement shall be made by the CONTRACTOR in the kind and size of tree determined by the BHCA Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the BHCA Contract Administrator and BHCA Contract Administrator using the latest "Plant Finder" value determination.
- 4) All trees that have died or have been blown or knocked over are to be reported immediately upon discovery to the BHCA Contract Administrator.
- 5) With prior approval from the BHCA Contract Administrator. It is the Contractor's responsibility to remove and properly dispose of all dead or injured trees and/or weed trees such as but not limited to Florida Holly, Melaleuca or Australian Pines. CONTRACTOR shall set and support trees that have been knocked or blown over.
- 6) The price to remove all trees is to include the removal of the tee/palm stump unless otherwise directed by the Contract Administrator. The cost to stump-grind the trees/palms at the time of removal is provided within the price sheet.

2.7. GENERAL USE OF CHEMICALS

The BHCA is strongly encouraging the use of certified Organic pest control insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides, if at a higher cost, will be separated from the non-organic EPA approved products.

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Contract Administrator, including Material Safety Data Sheets (M.S.D.S) sheets for each item. Materials included on this list shall be limited to chemicals approved by the State of Florida, the Department of Agriculture, and the Florida Department of Transportation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of and be performed under the direction of a Certified Pest Control Operator. No chemical herbicide or pesticide shall be applied until use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

2.7.1 DISEASE AND PEST CONTROL

To control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, and other pests and diseases, spray affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. CONTRACTOR shall be fully licensed to apply pesticides. CONTRACTOR shall use sound cultural practices that aid in preventing the presence or proliferation of insect and diseases. Integrated Pest Management (IPM) standards and principles shall be incorporated into any approved disease and pest control plan. Insects in Bermuda, Paspalum and Zoysia grass (IF INSTALLED) shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples will be taken at least one (1) time each year and action shall be taken per the recommendation of the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) lab results to control the populations. This lab report shall be submitted to the BHCA for their review as soon as it is received.

- 1) It shall be the CONTRACTOR's obligation to perform regular monthly inspections of the palms and report to the BHCA any site condition which may be detrimental to the health and vitality of the palms. Further, the CONTRACTOR is responsible to report the development of disease or other problems along with recommended solutions. These reports are to be written and should be received by the BHCA no later than ten days after each inspection. It is required that the BHCA be notified in advance of planned activities in order to allow them to verify the applications.
- 2) All Royal Palms shall receive a root drench with Merit insecticide every February per label directions to control summer infestations of the Royal Palm bug.
- 3) Insect and disease activity, other than as prescribed above, will be treated on an "as-needed" basis upon inspection. Required service calls between-scheduled maintenance will be at Contractor's expense.

2.7.2 APPLICATION OF HERBICIDES AND INSECTICIDES

The BHCA is strongly encouraging the use of certified Organic insecticides and herbicides if commercially available. Pricing for the use of organic pesticides/herbicides, if at a higher cost, will be separated from the non-organic EPA approved products.

CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the BHCA as to type location, and method of application. Use of Pesticides, including herbicides, is not permitted in Parks without expressed, written- authorization of the BHCA Contract Administrator.

- 1) The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored by the CONTRACTOR at their expense.
- 2) The CONTRACTOR shall advise the BHCA Contract Administrator in writing within five (5) working days after disease or insect infestation is found. CONTRACTOR shall identify the disease or insect and recommend control measures to be taken, and, upon approval of the BHCA Contract Administrator, the CONTRACTOR shall supply and implement the approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Approved control measures shall be continued until the disease, or insect is controlled to the satisfaction of the Contract Administrator.
- 3) When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the label. A specimen label and the Material Safety Data Sheet for each product shall be supplied to the BHCA.
- 4) All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in his or her possession when insecticides are being applied. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the CONTRACTOR shall furnish documentation of such compliance.
- 5) The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.
- 6) Spray or dust material on foliage only during calm days. Do not apply when leaves are wet, when rain is expected within 3-4 hours after spraying, or when temperatures exceed 88 degrees Fahrenheit. Spray at times when traffic is lightest (i.e., early mornings or weekends). Use a surfactant to aid in adherence and absorption of the material. Wash material off of pavements and buildings immediately after applying.

- 7) The CONTRACTOR shall utilize all safeguards necessary during disease or insect control operations to ensure safety to the public and the employees of the Contractor.

2.7.3 WEED CONTROL

All landscape areas within the specified area, including lawns, shrub, flower and ground cover beds, planters, and areas covered with concrete, pavers, gravel or shell, shall be kept free of all weeds at all times. This means complete removal of all weed growth shall be accomplished at each service visit. For this specification, a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical, or chemical methods. The BHCA Contract Administrator may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer so as to expose the underlying soil. Herbicides shall not be used in Parks, Playgrounds, or in areas populated by Sea Oats.

- 1) Weeds are to be mowed, trimmed, or edged from turf areas as a part of turf care operations.
- 2) Weeds are to be manually removed from shrub, hedge, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the BHCA Contract Administrator. Line Trimmers are not to be used for weed control in mulched areas. Damaged plant material resulting from such practice shall be replaced in kind at no additional cost to the BHCA. Persistent weed growth such as the growth of sedges shall be killed with "round up" whenever possible.
- 3) Weeds are to be removed from walkways, curbs, expansion joints, and along fence lines and guardrails at each service or as otherwise directed by the BHCA Contract Administrator.
- 4) If infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or groundcovers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods; Sterilize the soil; or Allow weeds to re-establish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill; or After the kill, apply, immediately after replanting, a pre-emergent herbicide, or prior to replanting utilizing a ground cover fabric.
- 5) If it is determined by the BHCA Contract Administrator that the CONTRACTOR responsible for maintenance allows weed infestations to spread beyond the ability to control them, then the removal, treatment, and replacement of the planting bed shall be done as described above by the CONTRACTOR at no cost to the BHCA. Soil which exhibits significant weed growth within one (1) month after planting, (20% ground coverage of the bed by weeds) shall be considered as previously weed-infested.

2.7.4 PRE-EMERGENCE WEED CONTROL

Summer Grasses - Pre-emergence crabgrass control, herbicides should be applied around February for south Florida. For goose grass control, delay these dates by 3 to 4 weeks due to the later germination dates. If crabgrass and goose grass are present the first line of defense is to provide cultural practices (e.g., proper mowing, fertilizing, watering, compaction, and thatch control).

2.7.5 POST-EMERGENCE WEED CONTROL

Summer Grasses-post-emergence herbicides are more effective on broadleaves and sedges. Summer grasses such as crabgrass, goose grass, crowfoot grass, and thin paspalum can be controlled in Bermuda grass using the arsenate herbicides *as needed following all label directions*. Two to three applications are necessary, 7 to 10 days apart, for mature grass weeds. Three to four applications may be needed for nut sedge and sandbur control. A non-ionic surfactant is required with this treatment. Treat when air temperatures are below 85°F. Do not add a non-ionic surfactant.

- 1) Broadleaf Weeds - Broadleaf weeds can be controlled when actively growing using one of many post emergent herbicides labeled for the control of the specific weed. Bermuda grass must be actively growing and not under heat or drought stress when herbicides are applied.
- 2) Application must be made prior to weed seed germination if infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or groundcovers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed before replanting by any of the following methods:
- 3) Sterilize the soil or allow weeds to reestablish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill. After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or another approved pre-emergent herbicide.

2.7.6 FERTILIZATION, AERATION, VERTI CUTTING AND SOIL TESTING

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type, and time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

CONTRACTOR shall have the soil tested two (2) times yearly to determine required additives, and more often if necessary to diagnose problem areas. A copy of the soil testing results shall be provided to the BHCA Contract Administrator for each round of required testing. Apply Lime or Sulfur as required to adjust ph. The CONTRACTOR shall provide the BHCA with annual fertilization schedules at the

beginning of each contract year and shall inform the BHCA Contract Administrator in writing at least three (3) days in advance before beginning any fertilization. Fertilization applications must comply with the latest Miami Dade County Ordinances related to fertilizer.

2.7.7 TURF

1) ST. AUGUSTINE:

St. Augustine turf areas that contain palms shall be fertilized three (3) times per year; with "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water-soluble form, applied according to label rates.

2) SEASHORE PASPALUM:

Seashore Paspalum turf areas shall be fertilized two (2) times per year during early spring and fall. Do not exceed 4 pounds of nitrogen per 1000 SF per growing season. It is best to use organic type or slow-release fertilizers. Ideal fertilizers for this application include (organic fertilizers, milorganite, Sustane or seaweed/kelp extracts), 15-15-15 or 11-52-0. Calcium is to be applied in granular form or foliar spray as required during the growing season. CONTRACTOR shall perform aeration two (2) annually and one Verti cutting if required to ensure proper drainage is maintained to ensure turf health.

3) OTHER TURF GRASSES:

For all other turf grass areas, applications to be made in compliance with the Miami Dade County Ordinances related to fertilizer. The N< P< K ratios shall vary with the time of year of the application and results of the soil analysis.

4) RATIOS:

The approximate N, P, K ratios should be: One (1) application of a 5:2:1 ratio with a post-emergent weed control; One (1) application of a 10:1:2 ratio with Insecticide, and one application being a blanket application of insecticide in accordance with IPM (Integrated Pest Management) standards.

2.7.8 GROUNDCOVER AND SHRUBS

The fertilizer for all planted shrubs and groundcovers shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source.

All shrubs and groundcovers shall be fertilized by broadcasting by hand over the beds in compliance with Miami Dade County Ordinances related to fertilizer.

The CONTRACTOR shall establish a program that will fertilize all shrubs and groundcover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the BHCA Contract Administrator no less than one (1) month prior to application. Any plants damaged by over-fertilization or nutrient

deficiencies shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the BHCA Contract Administrator in writing.

2.7.9 TREES AND PALMS

The fertilizer for all the planted trees shall be a complete slow-release fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15, unless soil conditions or plant species dictate differently).

All Trees 5" caliper or under shall be fertilized in compliance with Miami Dade County Ordinances related to fertilizer. CONTRACTOR to apply a complete slow-release fertilizer with minor elements, applying 1 pound of Nitrogen per 1000 square feet of area of root zone (drip line plus 50%).

There are a total of #535 Coconut palms installed within the community common areas, parks and in the front of many private homes. The palms in the front of the private homes all contain an identification tag. Pruning is the only maintenance required for the palms installed in the front of private properties, **(No Fertilization)**.

All Palms shall be fertilized in accordance with the latest Miami Dade County ordinances. The CONTRACTOR to apply "Palm Special Fertilizer" with the formulation (8N-2P₂O₅-12K₂O+4Mg) with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water-soluble form. The fertilizer shall be broadcast evenly under canopy area at a rate of 1.5 lbs of fertilizer (not N) per 100 sq. ft.

2.8. IRRIGATION SYSTEM MAINTENANCE AND WATERING

CONTRACTOR will be responsible for the operation and maintenance of the automatic/manual irrigation systems and for setting and adjusting the timer to insure proper watering of all plant material in the landscape. A full-time Irrigation Technician with a fully equipped truck shall be assigned on a full-time basis, as required to ensure operation of the irrigation system.

- 1) The CONTRACTOR is expected to be knowledgeable and familiar with the existing irrigation systems at the time of proposal submittal and capable of programming all controllers and making all repairs.
- 2) CONTRACTOR will be responsible under this agreement for the labor and supervision to make irrigation repairs to; the lateral line, risers and sprinkler heads up to one inch (1") in diameter and all subsurface drip irrigation lines and emitters as required keeping the system operating. Major repairs to main lines, valves, pumps and in-take piping shall be reimbursed by the BHCA.

Reimbursable repair work shall require authorization by the BHCA prior to commencement.

- 3) The timers shall be checked once a week or more frequently as may be required. The CONTRACTOR will also, at least once a month, perform a Full Irrigation Wet Test which will include fully operating all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, filters and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer.
- 4) The irrigation system shall be constantly maintained and adjusted to ensure that no water from the system hits the road or other hard surface.
- 5) Grass shall be cut back around all irrigation heads and valve boxes at least once per month or more often as required to keep them clearly visible and fully operational. Care shall be taken to prevent damage to the irrigation boxes, zone wires, sprinkler heads from the required clearance activities, and any damage caused will be the Contractor's sole responsibility to repair.
- 6) The irrigation shall be capable of providing 1-1/2" of water to all lawns and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. System shall be adjusted during the various seasons.
- 7) The CONTRACTOR shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the BHCA Contract Administrator. Any form of damage to the irrigation system must be reported to the BHCA Contract Administrator immediately upon discovery.
- 8) Irrigate as necessary during times of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep plant material in optimum health. The contractor is to adhere to the latest Miami Dade County Ordinance to set watering schedules. Under normal conditions, irrigate deep and infrequently to promote a good root system. Water early mornings within watering restrictions. Avoid watering in the evenings.
- 9) CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage or costs that result from over-watering or insufficient watering shall be the responsibility of the Contractor.

2.8.1. WATERING

During periods when the irrigation system is not operational, either due to breakdown of the system, or an extended electric power failure, watering shall be the responsibility of the Contractor.

- 1) Supply of water suitable for irrigation shall be the Client's responsibility. Distribution of water to the plants shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall use hand watering, water trucks, portable pumps, etc. as required to distribute the water.
- 2) Apply water in quantities and at intervals necessary to maintain the plants in a healthy growing condition.

- 3) Supplemental watering may be required in elevated turf areas or as needed to compensate for wind drift or other areas of inadequate irrigation coverage. This may require a large portable water tank, impact sprinklers, and additional hose to be supplied by the Contractor.
- 4) The CONTRACTOR is required to ensure adherence to all local watering restriction ordinances. It shall be the responsibility of the CONTRACTOR to pay any and all fines levied due to lack of compliance with watering restrictions.

2.9. MULCH APPLICATION

Replenish mulch in shrub beds as required to cover areas of bare soil, especially at the edge of the bed and in places where the shrub canopy has not grown together to shade the soil. Add mulch around tree trunks in sod areas. Mulch shall be added to maintain a constant three (3) inches thickness. Do not pile mulch against tree trunks and shrub stems. Maintain the consistent level of coquina sand at the base of palms as needed to ensure a tree ring is maintained.

- 1) Use Amerigrow Recycling's or a BHCA approved equivalent shredded "round-wood" mulch "Pine Bark Brown" color. Grade "A" Cypress mulch, Melaleuca mulch or other mulches such as coquina sand or Scotts® Nature Scapes® advanced, classic black, may be used as designated and approved by the BHCA.

2.10. PRESSURE CLEANING

Pressure cleaning of curbing, gutters, pedestrian walking surfaces and the Gated Community guardhouse walking surfaces, shall be performed Once Quarterly.

Frequencies for the sites and services described herein are based upon normal circumstances. Individual, several and/or all services to a site or sites may be added at an agreed upon price, or deleted due to natural disaster, excessive rain, disease, drought, fire, vandalism, accident, insufficient funds and/or any other reason at the sole discretion of the BHCA.

2.2 LITTER CONTROL

2.2.1 CONTRACTOR GENERATED TRASH

The CONTRACTOR shall promptly remove all debris generated by his pruning, trimming, weeding, edging, and other work required in the specifications. Storm drains shall be kept clear and free of debris. Debris must be disposed of at an authorized site for commercial use. The CONTRACTOR shall clean driveways and paved areas with suitable equipment immediately after working on them. All cuttings are to be collected and removed on the same day as cut.

2.3.2 NON-CONTRACTOR GENERATED WASTE

- 1) All waste collected from litter control and waste/ recycling receptacle service provided at the listed designated areas, will be disposed of at a BHCA designated location. The BHCA will incur the cost of waste collection from these collection containers.
- 2) The BHCA will replace all receptacles used for waste collection activities as needed.

2.3.3 LITTER REMOVAL

Litter shall be removed from all turf areas, landscape beds, walkways, and all hard surfaces at each regularly scheduled General Service. In addition to the litter removal on regularly scheduled "General Service", the CONTRACTOR shall be responsible for daily litter removal at all contract sites. Litter services are to be done in such a manner and with sufficient personnel so that the entire site is cleaned at or before 10:30 am daily.

2.3.4 DOG WASTE STATIONS

The CONTRACTOR shall empty all Dog Waste collection stations at the contract locations daily during other waste collections activities and replenish the doggie bag rolls as required to ensure all Dog Waste stations are stocked. For reference, the BHCA utilizes 14 dog waste stations of the brand name "DoggiePot" for these stations. The last three-year average consumption of the bags was 20 cases, with an average cost of \$3,600 annually. The BHCA will replace the stations as needed.

2.5.1 LOCATION OF WORK

2.2.2 The contract locations of the work referenced herein are all within the Gated Residential Community limits:

- A. Open Green Space -East side of Park Drive from Bal Cross Drive north to Bal Cross Drive south.
***The ROW along the Park Dr perimeter wall, from Bal Cross Dr. south to Bal Bay Dr. is excluded from the agreement.**
- B. Open Green Space between Harbour Way West bound, and Harbour Way East bound from Bal Bay Dr. east to the Security station. *** The Greenspace to the East of the Security Station is excluded from this agreement.**
- C. Open Green Space within Bal Bay Court and Camden Court and Bal Bay Circle.
- D. Parks at the North and South intersection of Park Dr. and Balfour Dr.
- E. Streetscape at the terminus of Bal Cross Drives North and South.

2.5.2 ACCEPTANCE OF COMPLETED WORK

A BHCA Contract Administrator must approve the work and related costs prior to the commencement of work by the issuance of a written Notice to Proceed or Work Order. The BHCA representative if the completed work is acceptable. If the work does not meet the BHCA requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will

be remedied by the contractor at no additional cost to the BHCA within a period of 24 hours.

2.5.3 SUPPLIES AND PROGRAM

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of this contract according to an approved program.

2.5.4 PROCESSING OF APPLICATION FOR PAYMENT

The Contractor shall submit, by the first Friday of each month, Contractor's completed Application for Payment for the previous month. The BHCA must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday. The Contractor is advised that processing of draws must follow this schedule, as the BHCA has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

2.5.5 SAFETY AND PROTECTION

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other persons, whom may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

2.5.6 WORK DURING INCLEMENT WEATHER

No Work shall be performed under these specifications except by permission of the BHCA when the weather is unfit for good and careful Work to be performed as determined by the BHCA. In the event of inclement weather, the Contractor shall contact the BHCA to receive approval of upon the direction of the BHCA shall suspend all Work until instructed to resume operations by the BHCA.

2.5.7 COMMENCEMENT

Within Fifteen (15) days after delivery of the executed Agreement by the BHCA to the Contractor, but before starting the Work, a Notice to Proceed will be provided and if applicable, a conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a

working understanding between the parties as to the services to be provided. Present at the conference will be the BHCA Contract Administrator(s), and the Contractor.

2.5. ADDITIONAL SERVICES

The CONTRACTOR may be requested to perform additional services or provide service frequencies at the discretion of the BHCA.

2.5.1 ADDITIONAL WORK:

The BHCA Contract Administrator may, at their discretion authorize the CONTRACTOR to perform additional work, including, but not limited to, mowing, edging, trimming, weeding, litter pickup, repairs, replacements, pressure cleaning and general site work ("**grounds maintenance service type work under normal circumstances**") when the need for such work arises. The BHCA will pay the CONTRACTOR based on the hourly labor rate specified on the Proposal. For work requested beyond the provided hourly labor rates, the BHCA Contract Administrator will request quote(s) from the CONTRACTOR which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the BHCA Contract Administrator may request quotes from other contractors for the additional work.

2.5.2 Should additional work be required due to **extraordinary incidents/circumstances** such as vandalism, acts of God, and/or third-party negligence, the BHCA will pay the CONTRACTOR based on the hourly labor rate specified in the Proposal. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the BHCA Contract Administrator may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within 24 hours after receiving a verbal authorization, the CONTRACTOR shall submit a written estimate/quote to the BHCA Contract Administrator for the required approval.

2.6 ADDITIONS/DELETIONS OF ITEMS/PRODUCTS

Although this solicitation identifies specific items/products to be provided, it is hereby agreed and understood that any related items/products may be added/deleted to/from this contract at the option of the BHCA. When an addition to the contract is required, the Successful Proposer(s) under this contract, and other suppliers, as deemed necessary, shall be invited to submit quotes for these new items/products. If these quotes are comparable with market prices offered for similar items/products, the supplier(s), if applicable, and item(s) shall be added to the contract. An amendment to the contract shall be issued by the BHCA. In adding or deleting items/products, the BHCA may award to the vendor with the lowest total price, may seek quotes from one or more contract vendors or may make any other

determination deemed to be in the best interest of the BHCA.

2.7. EMERGENCY RESPONSE PRIORITY

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the Bal Harbour BHCA, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the BHCA. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the BHCA on a "first priority" under the emergency conditions noted above.

2.7.1 EMERGENCY OPERATIONS PLAN

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit an Emergency Operations Plan to the Contract Administrator for review and acceptance. The Emergency Operations Plan must clearly identify how the CONTRACTOR will respond during periods before and after a public emergency. At a minimum the Plan shall address:

- a. Crew compliment and assignments
- b. Equipment to be dedicated for use within the contract area
- c. Work scheduling
- d. Reporting methods in compliance with FEMA regulations
- e. A detailed "Hurricane Work Order Agreement" that will outline costs (labor, equipment and removal/disposal of debris) associated with any cleanup that would be beyond the regular scope of services.

The Hurricane Work Order Agreement is to be produced yearly and updated as required to remain in compliance with FEMA cost recovery procedures.

2.8. PERFORMANCE CONTROL, INSPECTIONS

2.8.1 MAINTENANCE STANDARDS, FREQUENCIES, WORK METHODOLOGY

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary to achieve the Quality Objective.

- 1) Standards and frequencies may be modified from time to time by the BHCA Contract Administrator as necessary to ensure proper maintenance to achieve the Quality Objective.

- 2) All work shall be done in a thorough and workmanlike manner under competent CONTRACTOR supervision to the satisfaction of the BHCA.
- 3) The CONTRACTOR shall have the exclusive duty, right, and privilege to perform Grounds Maintenance and Services, as specified herein. Contractors shall accomplish landscape maintenance required under the Contract during daylight hours. The BHCA Contract Administrator may permit night scheduling on an individual function or task basis.
- 4) CONTRACTOR shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets and shall not cause annoyance to residents near the site or users of the site.
- 5) All work shall be scheduled and completed in a continuous manner, that is, other than a holiday or non-workday to maintain the site in a uniform manner. THE USE OF MACHINERY OR EQUIPMENT WHICH CREATES NOISE IS NOT PERMITTED PRIOR TO 8:30 AM. The CONTRACTOR may enter to setup, conduct litter control at 8:00 am, prior to the 8:30 AM START TIME.
- 6) CONTRACTOR shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- 7) The CONTRACTOR shall recognize that during the Contract, other activities and operations may be conducted by BHCA work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. The CONTRACTOR may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Contract Administrator. In the event a Site or part of a Site becomes unavailable for servicing by the Contractor, the BHCA Contract Administrator may temporarily delete the Site or part of the Site and compensation to the CONTRACTOR will be adjusted accordingly.
- 8) CONTRACTOR shall, during the hours and days of operation, respond to all emergencies by taking the appropriate/required action within two (2) hours.
- 9) CONTRACTOR shall have completed all Landscape Maintenance functions prior- to the scheduled maintenance inspection.

2.8 INSPECTIONS

The Contractor's Representative shall perform maintenance inspections daily during daylight hours of all sites assigned for the day. Bal Harbour BHCA Personnel shall provide continuing inspection of the sites to ensure adequacy of maintenance and that methods of performing the work follow these specifications. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor's Representatives verbally and in writing. Upon receipt, the CONTRACTOR will complete an action report in writing, to be provided to the BHCA Contract Administrator, and the noted items shall be corrected by the CONTRACTOR immediately.

- 1) The Contract Administrator and the Contractors' Representatives shall meet on the sites bi-monthly, or more frequently at the discretion of the Contract Administrator, for a walk-through inspection to prepare the above-mentioned action report. The meeting shall be at the convenience of the BHCA. All on-going maintenance functions shall be completed prior to this meeting.

2.8.1. DEFICIENCY/CURE NOTICES AND CORRECTIVE/TERMINATION

If the BHCA Contract Administrator determines that there is/are deficiency(s) by the CONTRACTOR in the performance of the contract, the Contract Administrator will notify the CONTRACTOR of the deficiency(s) in writing. The CONTRACTOR is to provide in writing within seven (7) calendar days of notification, any/all actions proposed to be taken to correct/cure the identified deficiency(s).

- 1) If all parties (BHCA Contract Administrator and Contractor) agree that actual damages/deficiencies would require more than seven (7) calendar days to correct/cure, a reasonable time frame, in writing, will be determined based on a meeting between the BHCA Contract Administrator and the CONTRACTOR for the identified deficiency(s).
- 2) Should the BHCA Contract Administrator issue two (2) deficiency(s) notices for the same deficit(s), or a total of three (3) notices within a twelve (12) month period, the BHCA may exercise its right to proceed with the Termination of this contract.

2.8.2. BAL HARBOUR BHCA RIGHT TO CORRECT DEFICIENCIES

Additionally, and notwithstanding the above provision, the BHCA has the right to move on site with BHCA personnel or private Contractors to correct deficiencies seven (10) calendar days after notification in writing, by either the Bal Harbour BHCA Parks and Public Spaces Department Director or his designee.

- 1) If, in the sole discretion or judgment of the BHCA Contract Administrator, the CONTRACTOR and/or his employee(s) are not properly performing the services required under the Contract, then the CONTRACTOR and/or all employees may be temporarily replaced by BHCA directed personnel and payment to be made by the BHCA suspended while the matter is being investigated. Total costs incurred by completion of the work by the BHCA will be deducted and forfeited from the payments to the CONTRACTOR from the BHCA.

This section shall not be construed as a penalty, but as an adjustment of payment to CONTRACTOR for only the work actually performed, and accepted by the BHCA, and the recovering of BHCA costs from the failure of the CONTRACTOR to complete or comply with the provisions of the Contract.

2.9. QUALITY CONTROL

Within fourteen (14) days of the execution of the Contract, the CONTRACTOR shall submit a Quality Control Plan ("QCP") to the Contract Administrator for review and acceptance. The basic premise of the QCP is that the CONTRACTOR is responsible for Quality Control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the CONTRACTOR will monitor its own Work to ensure that the Work is performed and meets the Quality Objective established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP shall be designed to keep the Contractor's management and the BHCA informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections shall be in addition to the requirement for daily supervision. The QCP records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, number and type of deficiencies and/or hazards found, and the nature of corrective action taken as appropriate. At a minimum the QCP shall address:

- 1) An inspection system that is tailored to the different Tasks and Sites covered under the Contract.
- 2) An annual service schedule to detail when various services are to be completed.
- 3) A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or BHCA Inspectors or the Contract Administrator point out the deficiencies. The system should also ensure non-recurrence of defective Work.
- 4) A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- 5) A system that provides the Contract Administrator access to all Contractor documentation, reports, and files (to include any forms on which Quality Control inspections are documented) with respect to CONTRACTOR quality control inspections and any corrective action taken; All service records will be completed in a GIS based electronic format which is to be approved by the BHCA.
- 6) How corporate/home office will provide Contract support, services, and controls.
- 7) The identity of all personnel who will be performing QC inspections by name, and title. Verification that the person who actually performed the Work did not perform QC inspections.

Where the QCP is returned by the BHCA Contract Administrator for revisions or corrections, the CONTRACTOR shall resubmit a corrected QCP within seven (7) days of receipt from the BHCA Contract Administrator, with the requested revisions or corrections. The CONTRACTOR shall not implement any changes to its approved QCP prior to review and acceptance by the BHCA Contract Administrator. The CONTRACTOR shall perform QC inspections by qualified personnel (i.e. -

personnel knowledgeable of all technical aspects of the Work which would allow identification/discovery of improperly performed services) and provide written documentation of the inspection results to the Contract Administrator on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed.

All completed inspection reports must be submitted to the BHCA Contract Administrator. The CONTRACTOR shall furnish a monthly report ("Report") to the BHCA Contract Administrator no later than end of business of the first day of the following month that shall consist of five (5) parts, broken down as follows:

- Part 1- Prior month's General Services completed; identified by Site and the date(s) the Work was performed.
- Part 2- Prior month's Supplemental Services activities completed; identified by Site, the date(s) the Work was performed and the cost(s) associated with the Work.
- Part 3 - Prior month's Re-Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 4 - Prior month's Additional Work activities completed; identified by Site, the date(s) the Work was performed.
- Part 5 - Prior month's inspections conducted under the QCP. This Part of the Report shall include the following details:
 - Dates of inspections.
 - Name and signature of the inspector.
 - Location of the inspection.
 - Work inspected.
 - Locations found to follow the Performance Standards.
 - Locations found to be non-compliant.
 - Deficiencies found per location.
 - Actions are taken to correct deficiencies.
 - Actions taken to mitigate future deficiencies.

CONTRACTOR shall provide the BHCA Contract Administrator with hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring. Deficiencies or hazards discovered by BHCA Inspectors may result in Re-inspection Fees and/or Payment Adjustments

EXHIBIT A-PRICING

	A	B	C	D	E	F	G
	Site		Component Svcs.	Annual Freq.	Cost per Service	Cost per Addi'll Service	Annual Cost
1							
2			Gated Residential Community				
3			Mowing	42	\$ 353.0	\$ 353.0	\$ 14,826.0
4			Detailing	42	\$ 1,417.0	\$ 1,417.0	\$ 59,514.0
5			Turf Fertilization	3	\$ 500.0	\$ 500.0	\$ 1,500.0
6			All other Fertilization	3	\$ 1,200.0	\$ 1,200.0	\$ 3,600.0
7			Pest Control		\$ 400.0	\$ 400.0	\$ -
8			Tree Trimming	1	\$ 7,761.0	\$ 7,761.0	\$ 7,761.0
9			Wet Checks	24	\$ 200.0	\$ 200.0	\$ 4,800.0
10			Palm Pruning	4	\$ 11,814.0	\$ 11,814.0	\$ 47,256.0
11			Mulch Application	2	\$ 7,754.0	\$ 7,754.0	\$ 15,508.0
12			Pressure Washing	4	\$ 2,902.0	\$ 2,902.0	\$ 11,608.0
13			Litter Service	365	\$ 6.0	\$ 6.0	\$ 2,175.4
14			Dog Stations	365	\$ 10.0	\$ 10.0	\$ 3,650.0
15			Sub-Total		\$ 34,317.0	\$ 34,317.0	\$ 172,198.4
16	The following pricing is requested to provide All Battery Powered Equipment and Organic Pest Control and Fertilization Products to be used in the provision of service at all sites. If there is an additional cost to provide these items, for all sites, the price differential is required to be identified below. If there is no cost increase, this area can remain blank.						
17							
18	Additional Annual Cost for the use of Battery Powered Tools/Equipment if Applicable						
19	Annual Cost using all Battery Powered Equipment						\$ -
20	Annual Cost using all Battery Powered Small All Terrain Vehicles /Carts						\$ -
21	Annual Cost using all Organic Pest Control Products						\$ 5,000.0
22	Annual Cost using all Organic Fertilization Products						\$ 5,000.0
23							
24	Battery/Organic Additional Cost						\$ 10,000.0
25	Services Sub-Total						\$ -
26							
27	Grand Total						\$ 182,198.4

ADDITIONAL LABOR RATE WORKSHEET			
COMPANY NAME: BrightView Landscape Services, Inc			
Not to Exceed (NTE) Hourly Labor Rates (for Work other than specified herein, at the direction of the BHCA.			
Item #	Job Classification		Total Cost
1	Hourly rate per Horticulturist/Contractor Representative	Regular Time	\$ 112.0
		Over-time	\$ 178.0
2	Hourly rate per Laborer/Groundskeeper	Regular Time	\$ 35.0
		Over-time	\$ 52.5
3	Hourly rate per Irrigation Technician	Regular Time	\$ 55.0
		Over-time	\$ 82.5
4	Hourly rate per Large Equipment Operator	Regular Time	\$ 55.0
		Over-time	\$ 82.5
5	Hourly rate per Supervisor/Foreman	Regular Time	\$ 55.0
		Over-time	\$ 82.5
6	Hourly rate per Climber	Regular Time	\$ 75.0
		Over-time	\$ 112.5
7	Hourly rate per Certified Arborist	Regular Time	\$ 125.0
		Over-time	\$ 187.5
8	Hourly rate per Pressure Cleaning Technician	Regular Time	\$ 35.0
		Over-time	\$ 52.5
9	Hourly rate per Pest Control Technician	Regular Time	\$ 55.0
		Over-time	\$ 82.5
NOTE: THE BHCA RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL PROPOSER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.			

RFP-2024-03 BHCA Landscape Maintenance / Beautification Services			
ADDITIONAL MATERIALS WORKSHEET			
Additional Materials & Services (Not specified herein, to be installed at the direction of the BHCA)			
Item #	Material/ Services Type	Quantity	Unit Price including Preparation & Installed
1	St. Augustine Sod	Pallet	\$ 550.0
2	Bermuda Sod	Pallet	\$ 660.0
3	Zoycia Sod	Pallet	\$ 720.0
4	Coccina Sand	Cubic Yard	\$ 300.0
5	Recycled Round-wood Mulch Dark Brown Color	Cubic Yard	\$ 65.0
6	Seasonal Color 4.5"	Each	\$ 2.6
7	Planting Soil Mix	Cubic Yard	\$ 55.0
8	"Muck-sand-soil"	Cubic Yard	\$ 65.0
9	"Palm Special" Fertilizer (8N-2P2O5-12K2O +4Mg) with micronutrients.	50 lb Bag	\$ 85.0
10	Complete slow release Fertilizer with minor elements, with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15,	50 lb Bag	\$ 96.8
11	Scotts® Nature Scapes® advanced, classic black	Bag	\$ 6.8
12	Irrigation System Design-Build/Repairs (Complete installation of irrigation sytem;inclusive of main-line, timers, valves, required parts, etc.)	Linear Foot	\$ 22.0
13	Tree Pruning (less than 12" caliper)	Each	\$ 125.0
14	Tree Pruning (12" caliper or larger)	Each	\$ 225.0
15	Palm Pruning (less than 12" caliper)	Each	\$ 35.0
16	Palm Pruning (12" caliper or larger)	Each	\$ 75.0
17	Tree/Palm Stump Grinding (less than 12" Diameter)	Each	\$ 155.0
17	Tree/Palm Stump Grinding (Greater than 12" Diameter)	Each	\$ 300.0
18	Percentage above wholesale cost to provide and install Cocos Nucifera Coconut Palms	Each	55.0%
19	Percentage above wholesale cost to provide and install 1 gal. to 45 gal. plants	Each	55.0%
20	Percentage above wholesale cost to provide 15 gal. to 100 gal. trees/palms	Each	55.0%
NOTE: AS IT RELATES TO ITEMS #18 -20 ABOVE, THE BHCA RESERVES THE RIGHT TO NEGOTIATE THESE COSTS TO INSTALL PLANT MATERIAL FROM THE SUCCESSFUL PROPOSER. SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE VILLAGE RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.			

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

Date

Brightview Landscape Services, Inc.
440 Sawgrass Corporate Parkway
Ste 102
Sunrise, FL. 3325

RE: Agreement - 2024 03 BHCA Landscape Maintenance and Beautification Services

Mr. Charles Gonzalez:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of _____ Contract time will begin to be counted on this day. The work shall be completed within the prescribed timeframe as specified in the contract documents.

The Village has appointed Bal Harbour Civic Association (BHCA) Property Manager , Ana Chaverria as the Village's Representative who will be your single point of contact.

If you have any questions, please contact the Village Representative.

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: John Oldenburg, Director Public Works & Beautification Department
Claudia Dixon Chief Financial Officer

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN AN AMOUNT OF \$95,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village approve an amendment to the agreement with AAMusicians (d/b/a Beachside Events) to expand scope of services to include the 2024 Independence Day Celebration, as well as additional installments of the monthly music series and other miscellaneous catering events?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

AAMusicians (d/b/a Beachside Events) is an entertainment company, based in South Florida that provides live musical entertainment, along with logistical support, catering, and overall coordination for events. The Village contracted with AAMusicians (d/b/a Beachside Events) to provide entertainment and event production for multiple installments of our monthly music series, as well as our annual Spring Festival in April. In November of 2023, the Village amended the agreement to include the Bal Harbour Waterfront Park grand opening events. These events have been well received and the logistics and coordination provided by AAMusicians (d/b/a Beachside Events) was excellent.

The Amendment to the Agreement would authorize an additional \$35,000 to the annual agreement to include event production for the remaining installments of the monthly concert series. In addition, the Village requested proposals from various vendors to provide event production services for the 2024 Independence Day Celebration on July 4, 2024, to include event rentals, live entertainment, activities, and catering. AAMusicians (d/b/a Beachside Events) provided a comprehensive and competitive proposal and as such, staff recommends amending their agreement to include the event production services for the 2024 Independence Day Celebration in the amount of \$60,000. Funding for all of these events is included in the Fiscal Year (FY) 2023-2024 Resort Tax Fund budget.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$95,000	Resort Tax Fund	10-72-504853

Sign off:

Dir. Rec., Arts & Culture	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez



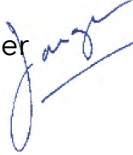
BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE; APPROVING AN AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION TO INCLUDE THE 2024 INDEPENDENCE DAY CELEBRATION AND ADDITIONAL CONCERTS AND EVENTS; INCREASING THE COMPENSATION AMOUNT BY NINETY-FIVE THOUSAND DOLLARS (\$95,000); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In April of 2023, the Village entered into an agreement with AAMusicians (d/b/a Beachside Events) for event production for various Village events, including multiple installments of our monthly concert series, as well as our Spring Festival. In November of 2023, the Village amended this agreement to include for the first term only, the grand opening events of the Bal Harbour Waterfront Park. AAMusicians (d/b/a Beachside Events) has managed multiple components of these events, including the live musical entertainment, audio/visual support, logistics, catering, and event staff. All of these events have been well-received, with positive feedback from the attendees. The Village desires to ensure that we continue to deliver a similarly elegant and unique experience at all of the events throughout the year, and as such, we are requesting an amendment to the existing Agreement with AAMusicians.

ANALYSIS

Annually, the Village hosts an Independence Day Celebration on the beach in July. We reached out to several event production companies to request proposals for services to execute this year's Independence Day Celebration. We provided a list of event components that we wanted included, as well as the event budget (which is sixty thousand dollars \$60,000). Only one vendor expressed interest in providing a proposal for this event, given the parameters provided. That proposal was from AAMusicians (d/b/a Beachside Events). Given our positive experience working with this vendor in the past, and the responsiveness of the company to the Village's needs, we find their proposal to be thorough and comprehensive, and believe the company is fully equipped to deliver a successful event for our 2024 Independence Day Celebration.

In addition, in order to ensure consistency and quality in the resident and visitor experience at our Village events, we request additional funding to include the remaining installments of the Village's monthly music series. This additional funding of thirty-five thousand dollars (\$35,000) will cover the remaining music events through this fiscal year.

This funding is budgeted for and available in the Resort Tax Fund.

THE BAL HARBOUR EXPERIENCE

Delivering high-quality, well-produced events that appeal to a variety of interests, is a key component to creating unique and elegant experiences and destinations and amenities for our residents and visitors, as part of the *Bal Harbour Experience*.

CONCLUSION

The Village Council is asked to consider the benefit of amending the agreement with AAMusicians (d/b/a Beachside Events) to include turnkey execution of event production for the 2024 Independence Day Celebration, as well as the remaining installments of the monthly music series. This will ensure consistently well-executed, successful events for our residents and visitors to enjoy. I, therefore, recommend approval of this Resolution.

Attachments:

1. Second Amendment to Agreement with AAMusicians (d/b/a BeachSide Events)
2. Proposal from AAMusicians (d/b/a BeachSide Events) for the 2024 Independence Day Celebration

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN THE AMOUNT OF \$95,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 4, 2023; the Village and Contractor entered into a Contract for Professional Services ("Contract") for one year with the option of two additional terms of one year; and

WHEREAS, the parties agreed to compensation for each term up to Forty-Five Thousand Dollars (\$45,000) for those professional services to include five installments of the Village's monthly music series as well as the annual Spring Festival; and

WHEREAS, the Village has been pleased with the services offered by AAMusicians (d/b/a Beachside Events) for the various concerts produced as well as catering provided for other added events that took place during this year, including the Power of Words Reception in November and Starstruck: A Star Gazing Experience that took place in January; and

WHEREAS, the parties wish to increase the authorized compensation amount by Thirty-Five Thousand Dollars (\$35,000) to include all of the installments of the monthly music series; and

WHEREAS, the parties also wish to amend the scope of services to include the Independence Day Celebration on July 4, 2024 for an amount of Sixty-Thousand Dollars (\$60,000), as per the proposal, attached and incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Funding for AAMusicians (d/b/a Beachside Events) Events. That the funding in an amount of sixty-thousand dollars (\$60,000) for the Independence Day

Celebration and thirty-five thousand dollars (\$35,000) for various concerts and events from the Resort Tax Fund is hereby approved.

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

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

SECOND AMENDMENT TO

AGREEMENT BETWEEN

BAL HARBOUR VILLAGE

AND

AAMusicians (d/b/a Beachside Events)

This Second Amendment to Agreement (“Second Amendment”) is entered into this ____ day of _____, 2024, by and between Bal Harbour Village (“Village”) and AAMusicians (d/b/a Beachside Events) (“Contractor”).

WHEREAS, on April 4, 2023, the Village and Contractor entered into a Contract for Professional Services (“Contract”) for one year with the option of two additional terms of one year; and

WHEREAS, the parties entered into an amended agreement on November 1, 2023 (“First Amendment”); and

WHEREAS, the parties wish to amend the scope of services to include the 2024 Independence Day Event; and

WHEREAS, the Contractor agrees to provide enhanced services at other specified events for the remainder of FY 2023-24.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. Each and every WHEREAS clause set forth above is a true and correct recital and representation, and is incorporated herein as if set forth in full.
2. The Scope of Service provision shall be revised to read as follows:
 - A. The compensation for services rendered by the Contractor shall increase by \$60,000 for the 2024 Independence Day Event, as per the attached proposal #742024.
 - B. The compensation for enhanced services for other scheduled and contemplated events for the remainder of FY 2023-24 shall increase by \$35,000, as described in the attached proposal.
3. This Second Amendment to the Contract shall be effective upon signature of both parties.
4. Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:
AAMusicians (d/b/a Beachside Events)

Village:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

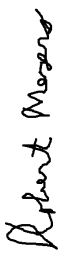
By: _____
Alan Andai, Manager

By: _____
Jorge M. Gonzalez, Village Manager

ATTEST:

Dwight S. Danie, Village Clerk

Approved as to Form and Legal Sufficiency for
the Reliance of Village Only:



Village Attorney

BEACHSIDE EVENTS
8877 COLLINS AVE. # 605
SURFSIDE, FL 33154
PHONE 3059890117

BEACHSIDE EVENTS
PROPOSAL # 742024

Bill To:

Bal Harbour Village

Services:

Staff Coordination Proposal

F&B

Food Pavilion Concept

Hotdog Station (Warm)

Kosher Chicken Strip (pre made utilizing warm box)

Fruit or Cheese Servings

Chips/Popcorn Station

Beverage

(2) Water Lemonade Soda Stations

Dessert Assorted

Mini Muffins

Mini Brownie/Blondie

Non plastic Plates/Cups/Plates/Napkins Included

Entertainment:

12x16 Stage with Full Sound System

Pre Custom Playlist Preference during Fire-Work

Live Music Act

Stage Wash

Games:

3 Family Style Lawn Games

Giant Jenga-Jumbo Connect 4-Cornhole

Give Away:

1000 American Flags

1000 Glow Sticks

Arts & Craft:

Professional Art Easel and Painting Station

Colorful Sand Creations

Furniture Rentals:

- 250 White Chairs
- 50 Cocktail End Tables Small
- 16 Highboy Cocktail Tables
- 8 LED Cubes
- 16 Sofas
- 24 F&B Tables/Crafts/Check in Stations
- 12 Radio for Staff

Event Staffing:

- Professional Food Serving Staff
- Game Attendants
- Arts and Craft Staffing
- 6 Registration Staffing
- 4 Guest Services
- Event Coordination Included in Design Fee

Design Budget 60000

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING OCEANA, WITH OCEANA BAL HARBOUR CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council conduct a public hearing on the First Amendment, and schedule the Resolution and First Amendment for approval at the June Council meeting, after holding the second public hearing required by statute?

The Bal Harbour Experience:

- Beautiful Environment Safety Modernized Public Facilities/Infrastructure
 Destination & Amenities Unique & Elegant Resiliency & Sustainable Community
 Other: _____

Item Summary / Recommendation:

The Oceana was approved in 2013 with a development agreement which called for it to make its restaurant available to Village residents. The Village recently became aware that the Oceana had not made its restaurant open to Village residents in accordance with the development agreement requirement.

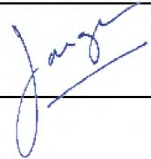
In order to resolve the dispute related to the Oceana Development Agreement while avoiding litigation and still providing improvements and facilities for the benefit of Village residents, the Council requested in their February meeting the drafting of a potential amendment. The proposed First Amendment removes the disputed references in section 17 of the agreement providing access to amenities and instead requires - through the addition of section 15.6 - that Oceana fund and provide landscape improvements to the easements located at the west and south edges of the property in an amount not to exceed \$200,000, and to provide a \$1,000,000 contribution to the Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

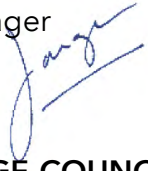
	Village Clerk	Village Manager
	Dwight S. Danie	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 21, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING OCEANA, WITH OCEANA BAL HARBOUR CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village Council conduct a public hearing on the First Amendment this evening, and schedule the Resolution and First Amendment for approval at the June Council meeting, after holding the second public hearing required by statute.

BACKGROUND

The Oceana was approved in 2013, pursuant to a planned development approval and development agreement. That agreement called for the Oceana to make its restaurant available to Village residents as follows:

Section 17. Use Restrictions. Residential units shall be prohibited from being leased or otherwise rented for a period of less than six (6) consecutive months, with a limitation of a maximum of two leases per year. Non-residential or recreational uses that are not accessory to the residential uses and are not operated as part of a club where membership is required shall be open to Village residents. Any members-only club shall open membership to Village residents according to the same general membership terms afforded to the regular members.

The Village recently became aware that the Oceana had not made its restaurant open to Village residents in accordance with the DA requirement. This was confirmed by the attorney for the developer during the process of reviewing the recent Carlton Terrace redevelopment. The Village Attorney reached out to the condo association attorney to inform them of the issue and seek a resolution. They had no knowledge of the issue and needed additional expertise, and therefore hired Mickey Marrero with the Law Firm of Bercow, Radell, Larkin, Fernandez & Tapanes to assist them in reviewing all the documentation and analyzing the options.

After the building was built, it was turned over to the condo association. The condo association representatives have advised that they were never told of this requirement, and

it was never implemented. They have also indicated that many of their residents bought in the building specifically on the understanding that none of the facilities were open to anyone other than building residents and are concerned about any proposal to change that understanding.

Therefore, the Village Manager, Village Attorney, and condo association representatives have engaged in a process of documenting and understanding the DA requirement and seeking options for compliance. Depending on what is agreed to, that option will likely need to be returned to the Council for a development agreement amendment.

This issue was discussed at the Council retreat in February, including the association's proposal to provide alternative improvements for the benefit of the Village. Originally under discussion were the following improvements:

- Substantially improve the beach walk from Collins Ave. with additional landscaping and other amenities for the benefit of Village residents using this path to get to the beach.
- Substantially improve the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for village residents.
- Design and construct a high-quality playground at the south-east rear corner of the development, accessible via the residents' key fob.

The Oceana retained Enea to work on these changes, and indicated they are willing to design and construct high quality improvements for these areas serving Village residents.

While the Council inquired about the possibility of Village residents using Oceana's tennis courts, the association considered and rejected the proposal because according to Oceana representatives, the courts are continually in use by building residents and because of their concern over allowing outsiders into the private property.

In the course of meeting with Oceana representatives and discussing these matters, the Village inquired whether Section 17 of the Development Agreement was necessary to support the use of underground parking for this building. More specifically, were any of the Oceana amenities required to be open to the public in order to allow the underground parking, as discussed in relation to recent redevelopment in the Village? After fleshing out the issues with the Village, Oceana hired special counsel in Washington, DC who specializes in FEMA matters to provide additional information. Oceana was ultimately able to provide historical documentation that its structure is located in Zone X, and therefore the FEMA rules regarding the ability to use underground parking do **not** apply to this site. That conclusively resolves any question as to the propriety of the existing underground parking.

Therefore, an amendment to Section 17 of the Development Agreement can be considered by the Village. Oceana proposes to amend Section 17 to remove the condition regarding amenities being open to Village residents, and instead voluntarily proffer the

following benefits to the Village, via a Development Agreement amendment. Oceana is proposing to commit sufficient funding in the amount of \$1 million to accomplish the following:

- Beach walk: In studying the options for improvements, Enea identified severe constraints on enhancing the beach walk from Collins Ave. with amenities for the benefit of Village residents using this path to get to the beach. While the landscaping can be refreshed and improved to a degree, a 25-foot wide fire lane easement prevents all but the most minimal improvements to the vast majority of the path. Enea has designed improvements that comply with the fire lane restrictions.
- Front crescent: Enea has developed concepts for enhancing the front public easement area with additional landscaping and other amenities to make the space more usable and pleasant for Village residents. These include seating and an enhanced pad on which the Village can continue to display public art.
- Playground: Enea's studies demonstrated that there is not enough space for a playground to be placed where originally contemplated, on the southeast corner of its property, due to DERM requirements for the dune system there. However, Oceana remains committed to funding a high-quality playground to be located on Village property nearby, and Enea has developed concepts for it.

At the November 21, 2023 Village Council meeting, the Council discussed this matter and formally requested Oceana make adjustments to their proposed voluntary proffer. These adjustments include a commitment to a full \$1 million contribution to Bal Harbour Village aimed at supporting local community initiatives such as, but not limited to, the jetty enhancements. This contribution will be in addition to the redesign and enhancement of the front crescent along Collins Avenue to emphasize landscaping and functional improvements, and whatever improvements to the beach access pathway can be accommodated given its dual purpose as a fire lane.

The Council also requested that Oceana consider a program whereby Bal Harbour Village residents could have access to the beach chair and umbrella amenities provided by Oceana. Oceana's representatives indicate that they are willing to satisfy most of the Council's additional requests. However, they have evaluated the proposed beach chair access program, and indicated that the association's board could not support it given the sentiment of the unit owners.

At the February 20, 2024 Council meeting, the Village Council conducted a final discussion of these matters with Oceana's counsel, and directed the Administration to work with the Village Attorney to bring back an amendment to the Development Agreement to implement the proposed solution.

Based on the direction received at the February Council meeting, the Administration worked with the Village Attorney's Office to negotiate and draft a First Amendment to the Oceana Development Agreement. The First Amendment removes the disputed references

to providing access to amenities via a club, and instead requires Oceana to fund and provide landscape improvements to the easements located at the west and south edges of the property in an amount not to exceed \$200,000, and to provide a voluntary contribution towards local community initiatives.

Notice of the First Amendment has been published and mailed to affected property owners in accordance with the requirements of Section 163.3225, Florida Statutes.

The previously provided background material is included again below, for ease of reference. Oceana's attorney Mickey Marrero will again be at the Council meeting.

ANALYSIS

The key parts of the proposed amendment to the Development Agreement are as follows:

15.6 Additional Voluntary Contribution. The Association agrees to fund landscape improvements to the crescent-shaped area in the front of the Property, facing Collins Avenue, and along the south easement ("the Landscape Improvements," collectively as depicted on the attached Exhibit "A", subject to the approval of the Village Manager or his designee. Such improvements shall not exceed \$200,000 in costs. The estimated funds for these improvements shall be deposited in the Village Attorney's escrow account within 90 days of the recording of this First Amendment. The installation of the improvements shall commence no later than 30 days from the completion of the Association's building and garage repairs expected to commence in 2024.

Additionally, the Association agrees to provide a \$1,000,000 contribution to the Village to use for any municipal purpose permitted under Section 166.021, Florida Statutes (the "Voluntary Contribution"). Such contribution shall be made to the Village within 60 days of the recording of this First Amendment. An extension of 30 days may be approved by the Village Manager at the request of the Association, upon the showing of good cause.

17. ***Use Restrictions.*** Residential units shall be prohibited from being leased or otherwise rented for a period of less than six (6) consecutive months, with a limitation of a maximum two leases per year. ~~Non-residential or recreational uses that are not accessory to the residential uses, and are not operated as part of a club where membership is required shall be open to Village residents. Any members-only club shall open membership to Village residents according to the same general membership terms afforded to regular club members.~~

The effect of the language is to assure that Village residents will receive alternative benefits, including enhancements to the easements at the east and south edge of the Oceana property as well as significant contributions towards Village projects such as the jetty. It allows a complete resolution of this inquiry to the mutual benefit of the Oceana and the Village, without resort to litigation.

THE BAL HARBOUR EXPERIENCE

The approval of the First Amendment would meet *The Bal Harbour Experience* by enhancing *the Beautiful Environment of the Village* by improving the landscaped areas on the west and south edges of Oceana and by providing for enhancements to other Village projects, thereby increasing the quality of life.

CONCLUSION

The proposed First Amendment resolves the controversy over the Oceana Development Agreement by providing alternative improvements and facilities for the benefit of Village residents and avoids litigation. Therefore, it is recommended that the proposed amendment be approved on First Reading.

Attachments:

1. First Amendment to Oceana Development Agreement
2. Exhibit A Landscape Improvements (Enea presentation)

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT REGARDING OCEANA, WITH OCEANA BAL HARBOUR CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 25, 2013, the Village Council approved a Development Agreement (the "Original Agreement") with Consultatio Bal Harbour, LLC, the original developer and predecessor in interest to Oceana Bal Harbour Condominium Association, Inc. (the "Association"), to allow the development of Oceana, a multifamily condominium (the "Project"); and

WHEREAS, subsequent to completion, the Village identified the Project's non-compliance with Section 17, "Use Restrictions," of the Original Agreement, specifically concerning the failure to grant Village residents access to certain amenities as initially envisaged at the Project's approval; and

WHEREAS, the Association disputes the Village's interpretation of Section 17 and further disputes the Village's position that the Project is not in compliance with Section 17; and

WHEREAS, in order to resolve the issue, the Village and the Association have agreed to enter into a first amendment to the Original Agreement, in substantially the form attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Village Council conducted two public hearings and provided the requisite published and mailed notice, as provided by Section 163.3225, Florida Statutes, and desires to approve the First Amendment and authorize the Village Manager to execute it; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Approval of the First Amendment. That the First Amendment to the Original Agreement between the Association and Bal Harbour Village, Florida, attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Implementation. That the Village Manager and Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 21st day of May, 2024.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“**First Amendment**”) dated _____ is between **OCEANA BAL HARBOUR CONDOMINIMUM ASSOCIATION INC.**, a Florida not for profit corporation (“**Association**”) and **BAL HARBOUR VILLAGE, FLORIDA** (“**Village**”), a Florida municipal corporation.

RECITALS

Association is the representative entity of the fee simple condominium owners (the “**Owners**”) of the following described real property (“**Property**”) located at 10201 Collins Avenue, in Bal Harbour Village, Miami-Dade County, Florida:

All units of Oceana Bal Harbour Condominium, according to the Declaration of Condominium recorded in Official Records Book 28907, at Page 932, of the Public Records of Miami-Dade County, Florida.

On August 15, 2012, CONSULTATIO BAL HARBOUR LLC, a Florida limited liability company (“**Consultatio**”), filed an application with the Village to rezone the Property from OF (Ocean Front) to PD (Planned Development) (“**Application**”) in order to develop the Property as a mixed use multifamily condominium, restaurant, spa, health and beach club project (“**Project**”).

As a condition to the approval of the Application, and pursuant to Section 21-299 of the Village Zoning Code (“**Zoning Code**”), Consultatio and Village entered into a Development Agreement dated March 25, 2013, and recorded on April 1, 2013, in Official Records Book 28556, Page 2419, of the Public Records of Miami-Dade County, Florida (“**Original Agreement**”).

The Project was completed and turned over from Consultatio to the Owners. Village has since discovered and placed Association on notice of the Project’s failure to comply with Section 17 “Use Restrictions” of the Original Agreement by failing to provide the Village residents access to certain amenities as contemplated at the time of approval of the Project.

Association disputes the Village’s interpretation of Section 17 and further disputes the Village’s position that the Project is not in compliance with Section 17, and the parties have agreed to enter into this First Amendment to the Original Agreement to resolve this issue.

The Original Agreement, as amended by this First Amendment, will be referred to herein as “**Original Agreement**” or “**Agreement**.”

AGREEMENT

In consideration of the mutual covenants contained in this First Amendment, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into the Agreement.
2. **Defined Terms.** All terms used in this First Amendment which are defined in the Agreement will have the meaning set forth in the Agreement, unless the term is redefined by this First Amendment. New terms used in this First Amendment are defined in the paragraphs where they are first used.
3. **Revisions to Original Agreement.** A new Section 15.6 is added to the Agreement, and Section 17 of the Agreement is amended as follows:

15.6 **Additional Voluntary Contribution.** The Association agrees to fund landscape improvements to the crescent-shaped area in the front of the Property, facing Collins Avenue, and along the south easement (“the Landscape Improvements,” collectively as depicted on the attached **Exhibit “A”**, subject to the approval of the Village Manager or his designee. Such improvements shall not exceed \$200,000 in costs. The estimated funds for these improvements shall be deposited in the Village Attorney’s escrow account within 90 days of the recording of this First Amendment. The installation of the improvements shall commence no later than 30 days from the completion of the Association’s building and garage repairs expected to commence in 2024.

Additionally, the Association agrees to provide a \$1,000,000 contribution to the Village to use for any municipal purpose permitted under Section 166.021, Florida Statutes (the “Voluntary Contribution”). Such contribution shall be made to the Village within 60 days of the recording of this First Amendment. An extension of 30 days may be approved by the Village Manager at the request of the Association, upon the showing of good cause.

17. **Use Restrictions.** Residential units shall be prohibited from being leased or otherwise rented for a period of less than six (6) consecutive months, with a limitation of a maximum two leases per year. ~~Non-residential or recreational uses that are not accessory to the residential uses, and are not operated as part of a club where membership is required shall be open to Village residents. Any members-only club shall open membership to Village residents according to the same general membership terms afforded to regular club members.~~

4. **Default and Remedies.** If Association fails to fulfill any obligation or covenant set forth in this Agreement, Village will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity.
5. **Notices.** All notices, demands, requests and other communications required under the Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which

provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery. All notices, demands, requests and other communications required under this Agreement may be sent by facsimile or electronic mail provided that the facsimile or electronic communication is followed up by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other party, received by such other party at least ten days before the change of address is to become effective.

6. **Notice to Association.** Notice to Association under the Agreement must be sent to:

Oceana Bal Harbour Condominium Association Inc.
Attn: Board President c/o Property Manager
Telephone: (786) 623-4305
Facsimile:
Email:

With a copy to:

Haber Law, LLP
Attn: Rebecca Casamayor, Esq.
Telephone: (305) 379-2400
Facsimile: (305) 379-1106
Email: RCasamayor@haber.law

Bercow Radell Fernandez
Larkin + Tapanes
Attn: Mickey Marrero, Esq.
Telephone: (305) 377-6238
Facsimile: (305) 377-6222
E-mail: MMarrero@brzoninglaw.com

6.1. **Notice to Village.** Notice to Village under the Agreement must be sent to:

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154
Attn: Village Manager
Telephone: 305.866.4644
Email: jgonzalez@balharbour.org

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Coral Gables, Florida 33134
Attention: Maria Currais
Telephone: 305.854.0800
Facsimile: 305.854.2323
Email: mcurrais@wsh-law.com

7. **Miscellaneous Provisions.**

- 7.1. **Amendments.** No amendment to the Agreement will be binding on any party unless in writing and signed by all parties.
- 7.2. **Attorneys' Fees.** In the event either party to the Agreement institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees and expenses and court costs, including, without limitation, all paralegal fees, and all fees, taxes, costs and expenses incident to trial, appellate, bankruptcy and post-judgment proceedings.
- 7.3. **Authority.** Pursuant to Section 23 of the Agreement, Association represents that it has full right, power and authority to enter into this First Amendment and to perform its obligations and agreements hereunder, and that the person(s) executing the Agreement for Association on behalf of Owners is/are duly authorized to do so.
- 7.4. **Counterparts.** This First Amendment may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This First Amendment is effective only after execution and delivery by the parties.
- 7.5. **Entire Agreement.** The Original Agreement, as amended by this First Amendment, and the exhibits constitute the sole agreement of the parties with respect to its subject matter. Any prior written or oral agreements, promises, negotiations, representations or communications not expressly set forth in the Agreement are of no force or effect.
- 7.6. **Governing Law.** The Agreement shall be construed in accordance with, and governed by the laws of the State of Florida.
- 7.7. **Ratification of Original Agreement.** Association and Village ratify and confirm all of the requirements, conditions, terms, and provisions of the Agreement, as amended by this First Amendment. If there is any conflict between the provisions of the Agreement and First Amendment, the provisions of this First Amendment will prevail.
- 7.8. **Recording.** Association shall record this First Amendment in the Public Records of Miami-Dade County, Florida, at Association's expense. The Association must provide a copy of the recorded First Amendment to Village within two weeks after recording.
- 7.9. **Successors and Assigns.** The provisions of the Agreement are binding upon the Association, the Owners and their respective successors and assigns, and inure to the benefit of Village.
8. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THE AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THE AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THE AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Village and Association have executed this First Amendment on the dates set forth below their respective signatures.

Witnesses:

OWNER:

Name: _____
Address: _____

**OCEANA BAL HARBOUR
CONDOMINIUM ASSOCIATION, INC.,** a
Florida corporation not for profit

Name: _____
Address: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ____ in person or __ by remote notary on _____, 2024, by _____ as _____ of **OCEANA BAL HARBOUR CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. He/She is () personally known to me or has () produced a valid driver's license as identification.

Notary Public: _____
Sign Name: _____
Print Name: _____

My Commission Expires:

NOTARIAL SEAL

IN WITNESS WHEREOF, Village and the Association have executed this First Amendment on the dates set forth below their respective signatures.

Witnesses:

VILLAGE:

BAL HARBOUR VILLAGE

Name: _____
Address: _____

By: _____
Jorge M. Gonzalez, Village Manager

Date: _____

Name: _____
Address: _____

ATTEST:

Dwight Danie, Village Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE VILLAGE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L., Village Attorney

By: _____
Name: _____
Title: _____

EXHIBIT "A"

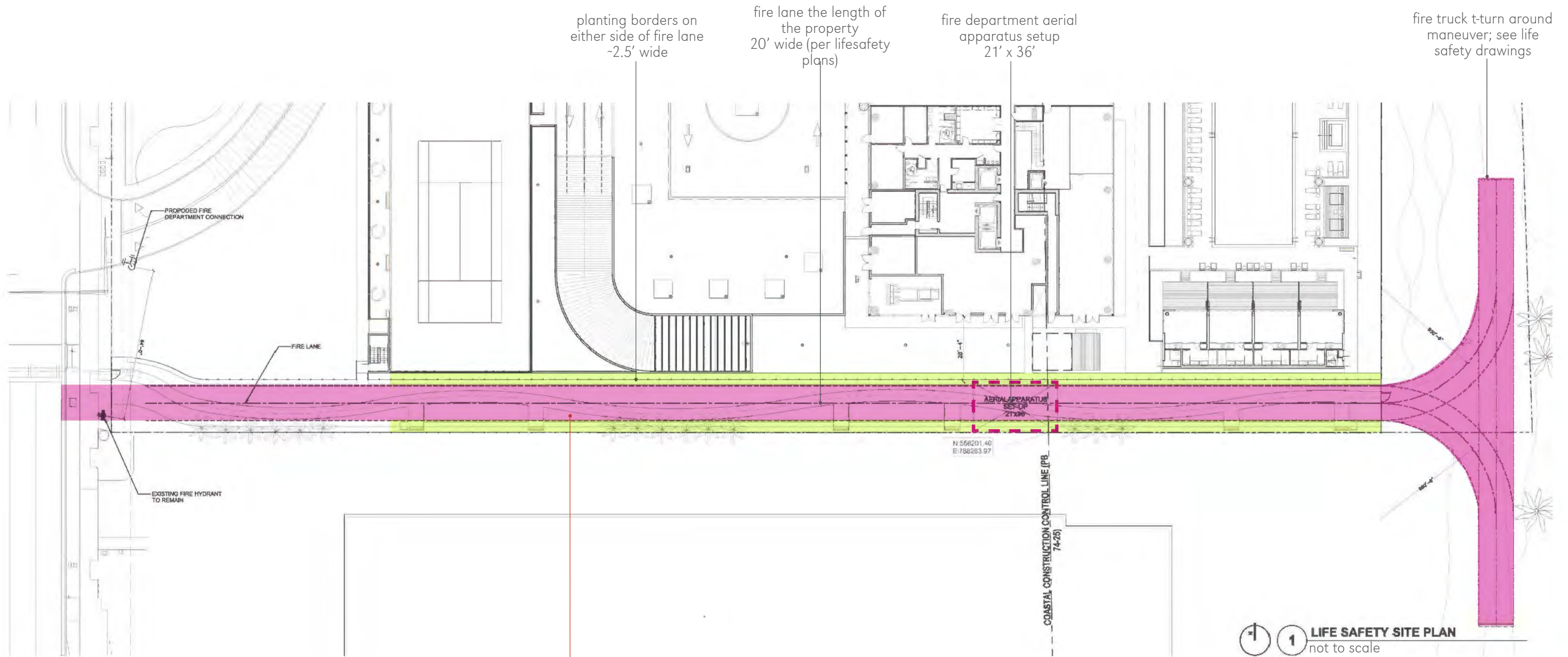
Landscape Improvements Area

oceana

concept presentation - 09.08.2023
bal harbour, florida







20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.



entry sculpture garden



beach garden - west



beach garden - east



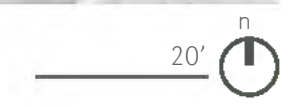


beach garden





20' wide fire lane must be maintained unobstructed of any vertical elements, fixtures, or structures to allow passage by the fire department (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2); refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.





taller hedge planting

fire department aerial apparatus staging area

meandering path varies 6' to 12' wide

beach shower

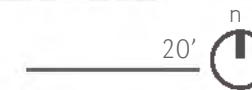
privacy wood panels

play structure with safety barrier (within existing dune planting*)

play structure -66' x 55'



coastal construction control line (CCCL). significant development east of the CCCL requires permitting and approval with the Florida Department of Environmental Protection



fire truck t-turn; must remain unobstructed. refer to life safety drawings.

*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



Bal Harbour's former Waterfront Park playground. Image from Google Earth.



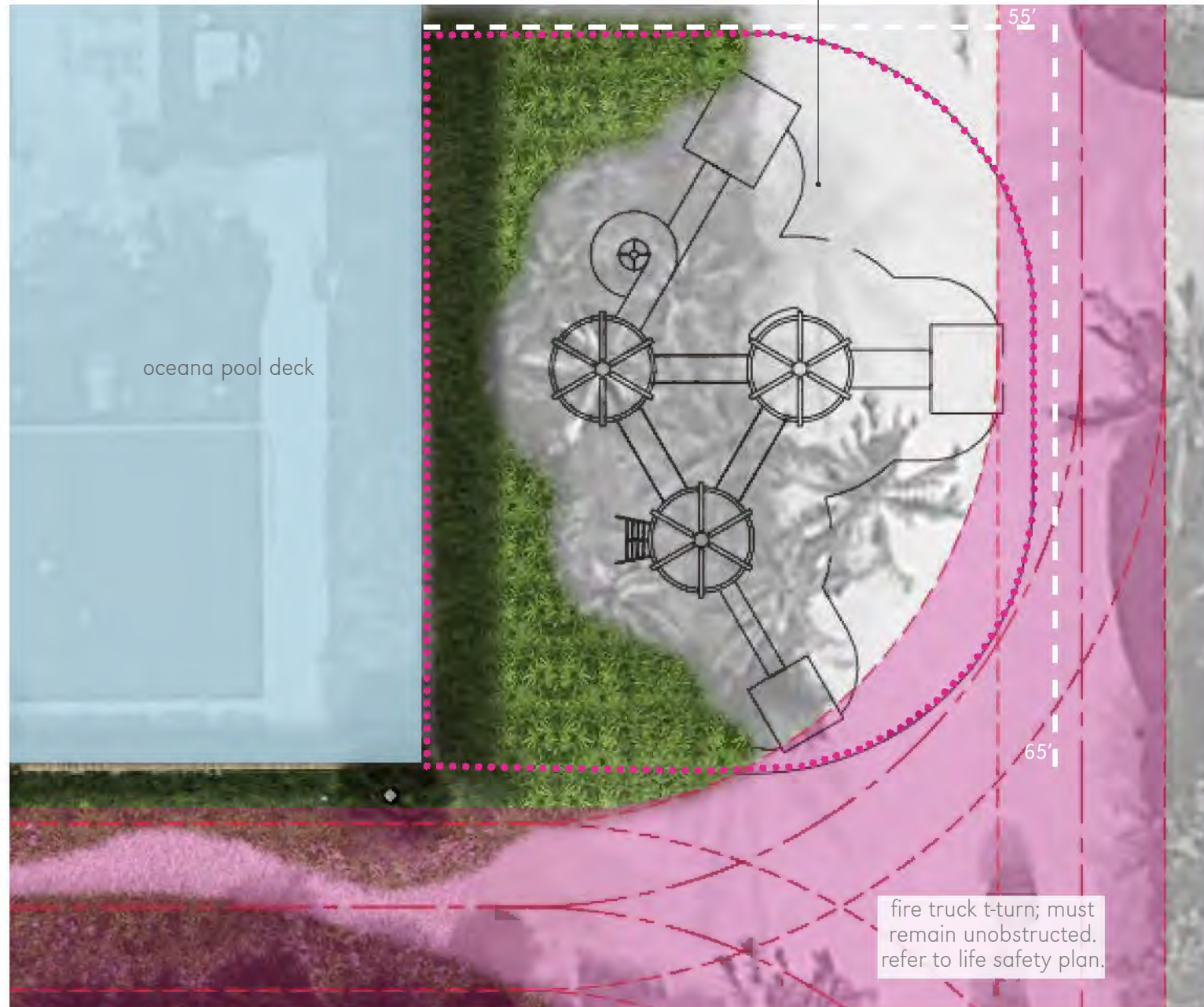
The under-construction playground at Waterfront Park, west of Bal Harbour Shops on Bal Bay Drive. Play components include multiple climbing towers (3-4), slides, and bridges.



*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour

Size comparison of Bal Harbour's former Waterfront Park playground with the Oceana site. Image from Google Earth.

play structure with safety barrier
(within existing dune planting* and
Bal Harbour beach promenade;
interferes with fire lane)



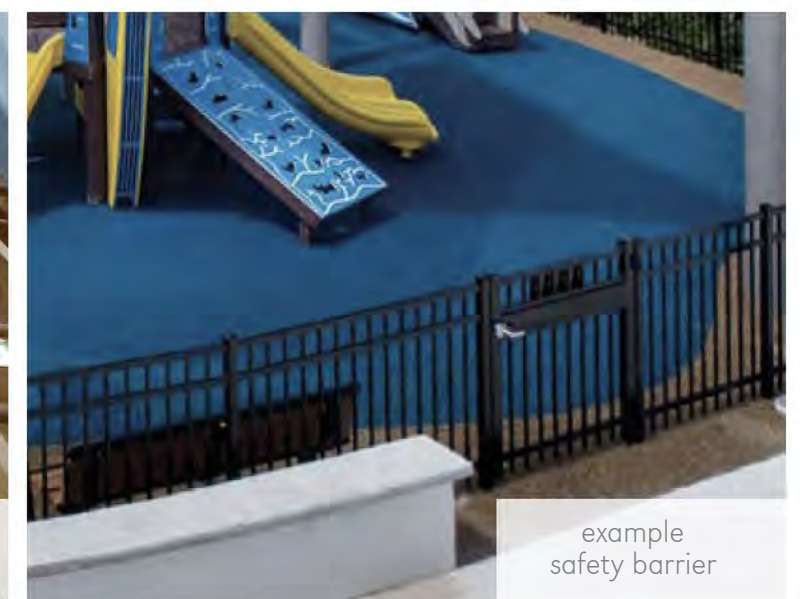
*any modification to existing beach dune planting and beach promenade must be coordinated with and approved by the Florida Department of Environmental Protection (FDEP) and the Village of Bal Harbour



example
play structure



example
play elements



example
safety barrier

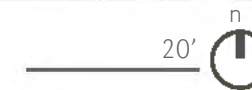
Proposed play structure, including components seen at the new Waterfront Park playground: multiple climbing towers (3-4), slides, and bridges.

entry sculpture garden



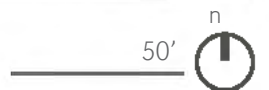


note: the sculpture image indicated on this sheet is for demonstrative purposes only. sculpture selections are by others.





20' wide fire lane must be maintained unobstructed of any vertical elements (per the Florida Fire Prevention Code NFPA 1: 18.2.3.4.1.2), fixtures, or structures to allow passage by the fire department; refer to life safety drawings. Any modifications to be coordinated and approved with Fire Department.



TREES + PALMS

Pitch Apple
(Clusia rosea)



Seagrape
(Coccoloba uvifera)



Pink Trumpet Tree
(Tabebuia heterophylla)



Cabbage Palm
(Sabal palmetto)



Coconut Palm
(Cocos nucifera)



LEGEND

light range

- florida native
- full sun
- partial shade
- shade

yearly blooming chart

- jan
- feb
- mar
- apr
- may
- jun
- jul
- aug
- sep
- oct
- nov
- dec

SHRUBS + GROUNDCOVERS

Small Leaf Clusia
(Clusia guttifera)



Petite Pink Oleander
(Nerium oleander 'Petite Pink')



Green Island Ficus
(Ficus microcarpa)



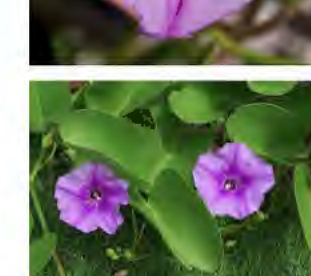
Muhly Grass
(Muhlenbergia capillaris)



Spider Lily
(Hymenocallis latifolia)



Railroad Vine
(Ipomoea pes-caprae)



Powderpuff Mimosa
(Mimosa strigillosa)



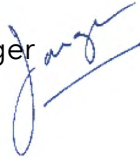
thank you

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 21, 2024

SUBJECT: **Discussion Regarding Proposed Ordinance Amendments Related to Fair Housing Opportunities.**

BACKGROUND

As part of the presentation for the Live Local ordinance amendments enacted a few months ago, I indicated that staff would continue to examine the Village Code and identify additional amendments for consideration as appropriate. The below discussion items are opportunities that have been identified to further enhance or clarify the Village code to encourage a full range of fair housing opportunities as development or redevelopment occurs in our community. These are presented for the Village Council's review and guidance. Based on this discussion, staff will work to draft and develop the appropriate ordinance amendments for Village Council action.

It is appropriate for the Village Council to discuss and provide Staff with their direction.

SUMMARY OF PROPOSED ORDINANCE REVISIONS

1. Modernize definitions in the Chapter 21, Zoning, of the Code of Ordinances, which allow for accessory dwellings to be occupied by persons working for the occupants of the main tenancy in the single and multiple family zoning districts - "servants" to "workers".
2. Liberalize regulations of Accessory Quarters and Guest Houses in single family and multiple family zoning districts, as follows:
 - Clarify that Guest Houses and Accessory Quarters do not need to meet the minimum floor areas,
 - Consider whether to allow Guest Houses and Accessory Quarters to encroach into the side setbacks if not otherwise limited by easements or the plats to be reduced,
 - Consider whether to allow Guest Houses and Accessory Quarters to encroach into the rear setbacks if not otherwise limited by easements or the plats to be reduced if they have granted the front easements to replace the rear easements for all utilities,
 - Consider allowing Accessory Quarters for multiple family dwellings in RM-5 along Collins Avenue to be two stories in height and to be located closer to the rear property line if they provide a taller perimeter wall, to act as additional buffers and security for the gated community.

3. Consider adopting the following incentives for affordable housing into the Supplemental Regulations of Chapter 21, that would apply in any Village multiple-family residential zoning district and the Oceanfront OF zoning district if the unit is covenanted to be affordable for 30 years per s. 420.0004, Florida Statutes:
 - Reduction of minimum floor area by 10% or some other amount
 - Reduction of required parking spaces by 10% or some other amount
 - Increase of maximum Lot coverage of 10% or some other amount
 - Allow Accessory Quarters to occupy up to 30% of the maximum Lot area or some other amount.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: May 15, 2024

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin	Mathew Whitman Lazenby	01/09/24
Ian DeMello	Mathew Whitman Lazenby	01/09/24
Darrell Payne	Saks Fifth Avenue LLC	01/16/24
Maria A. Gralia	Saks Fifth Avenue LLC	01/16/24
Seth P. Robert	Saks Fifth Avenue LLC	01/16/24
Previn R. Patel	Saks Fifth Avenue LLC	01/16/24
Mathew Lazenby	Bal Harbour Shops LLC	01/16/24
Benjamin Elias	Bal Harbour Shops LLC	01/16/24
Ivor Nicholas Massey	Bal Harbour Shops LLC	01/16/24
Caroline Travis	Bal Harbour Shops LLC	01/16/24
Nicholas Noto	LK Hotel, LLC	01/19/24
Carter McDowell	LK Hotel, LLC	01/19/24
Michael Marrero	1800 LLC	05/15/24
Melissa Tapanes Llahues	1800 LLC	05/15/24

BAL HARBOUR

- V I L L A G E -

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Susan L. Trevarthen **SLT**
DATE: May 10, 2024
RE: Monthly Report of Village Attorney for April Activities

Here is the monthly report on the Village Attorney's activities. While we attend to Village business and confer with Village officials continuously, this report highlights specific tasks and projects for the month. Please contact me or Robert Meyers if you have any questions about this report.

Retainer Services

Within the fixed fee retainer in April, we reviewed, advised and prepared documents for all agenda items for and attended the April Council meeting. We conferred with staff on various matters, and we attended the weekly staff meetings, the April ARB meeting, and the monthly agenda review and after action meetings. We began preparation for the May Council meetings.

Specific additional matters included:

- We met with staff and reviewed multiple correspondence regarding Jetty Project.
- We conferred with staff, communicated with FDOT's legal counsel, and reviewed and analyzed jurisdictional issues in connection with applying the E-bikes ordinance to sidewalks.
- We analyzed permit extension questions pertaining to Carlton Terrace/Rivage.
- We reviewed correspondence and conferred with Building Official concerning permit valuations. We prepared correspondence to staff on compliance with new state statute for expedited building permits.
- We conferred with staff and reviewed correspondence on Bal Harbour Shops expansion and scope of master permit for expansion. We reviewed correspondence on the use of hold harmless for building approvals. We attended conferences with the Village Manager and Shops legal counsel regarding hold harmless issues.
- We conferred with staff, researched CCNA statute concerning selection of Harbourfront consultant.
- We conferred with Oceana counsel regarding Development Agreement.

- We researched cases concerning affordable housing, and analyzed the zoning code regarding potential incentives.
- We conferred with staff and provided updates regarding the status of the County website for the Village to post notices and advertisements.
- We reviewed and analyzed correspondence from staff concerning turf code amendments.
- We reviewed the impact of the new state statute on public camping and analyzed impact to Village.
- We held multiple conferences with Police Department personnel subpoenaed for Rachel Carlton matter and communicated with opposing legal counsel.
- We reviewed and analyzed proposed amendments to short-term vacation rental statute, and prepared a summary for Village staff.
- We reviewed and analyzed exceptions to new legislation affecting the building department, and other proposed legislation, and conferred with staff regarding impact to Village.
- We conducted research and conferred with staff concerning application of surcharges to public records requests. We reviewed public records requests and conferred with staff and defense counsel regarding same.
- We researched FEMA regulations and Village Code on substantial improvement threshold.
- We researched case law concerning stalking of public officials.
- We reviewed and analyzed impact of new state statute concerning investigating law enforcement officers by civilian oversight agencies.
- We communicated with legal counsel for Tahoma purchaser.
- We analyzed marijuana initiative, conferred with staff and considered strategy regarding initiative.

Additional Services

For the Zyscovich matter, we reviewed and prepared multiple correspondence from Village, including an updated cure notice.

For NV2A matter, we revised the default notice and letter to initial decision maker, drafted response to opposing counsel, reviewed several other related documents concerning dispute, and conferred frequently with Village staff and consultants regarding various aspects of the dispute. Further, we prepared for and attended pre-meeting briefings with Client and attended meetings with Client and Contractor.

For Bellini Condominium matter, we reviewed draft answer and defenses from Carlton Terrace; reviewed and analyzed complaint; developed strategy; conferred with legal counsel concerning joint defense strategy; drafted Village's answer and defenses, addressed scheduling order, and drafted update for Council.

For Bal Harbour Shops (Live Local) litigation matter, we reviewed and revised correspondence regarding TCO milestones in Development Agreement; conferred with Village Manager and litigators; drafted revisions to hold harmless; reviewed and revised motion for stay; conferred with litigators; and drafted documents for May executive session.

For Bal Harbour Shops submissions matter, we reviewed and revised second completeness letter; met with staff and litigators concerning strategy; and reviewed and analyzed Section 166.033(2) requirements.

