

# BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark  
Vice Mayor Seth E. Salver  
Councilman Alejandro Levy  
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  
December 17, 2024  
At 6:30 PM

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

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*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](mailto: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**

### **OATH OF OFFICE - MAYOR**

### **REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS**

### **CONSENT AGENDA**

### **C6 - COUNCIL MINUTES**

- C6A** Approval of Minutes  
[VillageCouncil-InductionMeetingMinutes\\_November18\\_2024.pdf](#)  
[VillageCouncil-RegularCouncilMeetingMinutes\\_November19\\_2024.pdf](#)

### **C7 - CONSENT AGENDA RESOLUTIONS**

- C7A** Ratification of General Employees Retirement Board (GERB) Election Results  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE,  
ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF  
THE DECEMBER 3, 2024 GENERAL EMPLOYEES' RETIREMENT BOARD  
ELECTION FOR BAL HARBOUR VILLAGE.  
[Item Summary - Ratification of GERB Election Results ADA.pdf](#)  
[Memorandum - Ratification of GERB Election Results ADA.pdf](#)  
[Resolution - Ratification of GERB Election Results ADA.pdf](#)  
[Attachment - RESULTS GERB ELECTION December3\\_2024 ADA.pdf](#)

**C7B** Ratification of Police Officers Retirement Board (PORB) Election Results  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.

[Item Summary - Ratification of PORB Election Results ADA.pdf](#)

[Memorandum - Ratification of PORB Election Results ADA.pdf](#)

[Resolution - Ratification of PORB Election Results ADA.pdf](#)

[Attachment - RESULTS PORB ELECTION December3\\_2024 ADA.pdf](#)

**C7C** Resort Tax Committee (RTC) Collectors Re-Appointment & New Appointment

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING/RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - RTC Collectors Re-Appointment & New Appointment.pdf](#)

[Memorandum - RTC Collectors Re-Appointment & New Appointment.pdf](#)

[Resolution - RTC Collectors Re-Appointment & New Appointment.pdf](#)

**C7D** Architectural Review Board (ARB) Re-Appointments and New Appointment  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING ONE NEW MEMBER TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - ARB Re-Appointments and New Appointment ADA.pdf](#)

[Memorandum - ARB Re-Appointments and New Appointment ADA.pdf](#)

[Resolution - ARB Re-Appointments and New Appointment ADA.pdf](#)

**C7E** Special Master Re-Appointments

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Special Master Re-Appointments ADA.pdf](#)

[Memorandum - Special Master Re-Appointments ADA.pdf](#)

[Resolution - Special Master Re-Appointments ADA.pdf](#)

**C7F** Designation of Public Works & Beautification Employees as First Responders  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, DESIGNATING PUBLIC WORKS & BEAUTIFICATION EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE

AMERICAN PUBLIC WORKS ASSOCIATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Resolution Recognizing PWB as First Responders ADA.pdf](#)

[Memorandum - Resolution Recognizing PW as First Responders ADA.pdf](#)

[Resolution - Resolution Recognizing PW as First Responders ADA.pdf](#)

[Attachment - APWA ChapterFirstResponder Flyer ADA.pdf](#)

- C7G** Approval of Funding Authorization for the 2025 Fleurs de Villes Exhibition  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2025 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Memorandum - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Resolution - Fleur De Villes Program Funding Authorization ADA.pdf](#)

[Attachment - Agreement Fleurs de Villes ADA.pdf](#)

- C7H** Approval of an Annual Recognition Program for Village Board and Committee Members

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; CONTINUING THE ANNUAL PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE AND POLICE OFFICERS RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Recognition of Board & Committee Members ADA.pdf](#)

[Memorandum - Recognition of Board Committee Members ADA.pdf](#)

[Resolution - Recognition of Board Committee Members ADA.pdf](#)

## **R5 - ORDINANCES**

- R5A** Ordinance - Regulating Public Camping & Sleeping (Second Reading)  
AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Public Camping and Sleeping ADA.pdf](#)

[Memorandum - Public Camping and Sleeping ADA.pdf](#)

[Ordinance - Public Camping or Sleeping ADA.pdf](#)

[Attachment - Business Impact Statement - Public Camping and Sleeping ADA.pdf](#)

[Attachment - Police Standard Operating Procedures ADA.pdf](#)

## R7 - RESOLUTIONS

**R7A** Approval of Metro Express Agreement for Concrete Curbing and Roadway Restoration Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH METRO EXPRESS, LLC. FOR THE PROVISION OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPPING OF VILLAGE STREETS AND PARKING LOTS, AT PRICING SPECIFIED IN THE CITY OF MIAMI BEACH INVITATION TO BID (ITB) NO. 2023-422-ND FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION FOR ONE EXTENSION FOR TWO YEARS AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Agreement Metro Express-Curbing-Roadway Restoration Services ADA.pdf](#)  
[Memorandum - Agreement Metro Express-Curbing-Roadway Restoration Services ADA.pdf](#)  
[Resolution - Agreement Metro Express-Curbing - Roadway Restoration Services ADA.pdf](#)  
[Attachment - Services Agreement Metro Express ADA.pdf](#)

**R7B** Approval of Agreements with Clean Space, Inc. for Janitorial Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENTS BETWEEN BAL HARBOUR VILLAGE AND CLEAN SPACE, INC. FOR THE PROVISION OF JANITORIAL AND CLEANING SERVICES AT VILLAGE FACILITIES AND THE BAL HARBOUR CIVIC ASSOCIATION SECURITY ACCESS GUARD STATION; IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Agreements Clean Space Inc for Janitorial Service ADA.pdf](#)  
[Memorandum - Agreements Clean Space Inc for Janitorial Service ADA.pdf](#)  
[Resolution - Agreements Clean Space Inc for Janitorial Service ADA.pdf](#)  
[Attachment - RFP-2024-04 Janitorial Services ADA.pdf](#)  
[Attachment - Bal Harbour Bid - Clean Space Inc ADA.pdf](#)  
[Attachment - Services Agreement-BHCA-Clean Space-Janitorial Services 2024 ADA.pdf](#)  
[Attachment - Services Agreement-Village-Clean Space-Janitorial Services 2024 ADA.pdf](#)

**R7C** Approval of Village Council Meeting Dates for the 2025 Calendar Year

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2025 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Council Meeting Dates 2025 ADA.pdf](#)  
[Memorandum - Council Meeting Dates 2025 ADA.pdf](#)  
[Resolution - Council Meeting Dates 2025 ADA.pdf](#)  
[Attachment - Village Council Meeting Calendar 2025 ADA.pdf](#)

**R7D** Police Officers Retirement Board Committee Member Selection & Appointments

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SELECTING TWO MEMBERS FROM A LIST OF THREE FOR APPOINTMENT / REAPPOINTMENT TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Police Officers Retirement Board Committee Member Selection & Appointments ADA.pdf](#)

[Memorandum - Police Officers Retirement Board Committee Member Selection & Appointments ADA.pdf](#)

[Resolution - Police Officers Retirement Board Committee Member Selection & Appointments ADA.pdf](#)

[Attachment - Mitchell Lieberman Credentials ADA.pdf](#)

[Attachment - Joel R Mesznik CV ADA.pdf](#)

[Attachment - Todd Dagres - Email - Dec9\\_2024 ADA.pdf](#)

**R7E** Approval of Performance Bonuses for Village General Employees and Village Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Performance Bonus 2024 ADA.pdf](#)

[Memorandum - Performance Bonus 2024 ADA.pdf](#)

[Resolution - Performance Bonus 2024 ADA.pdf](#)

**R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

**R9A** Discussion Item - Position On Water Fluoridation - Mayor Jeffrey P. Freimark  
[Position On Water Fluoridation - Mayor Jeffrey P. Freimark ADA.pdf](#)

**R9B** Discussion Item - General Communication Efforts With Residents - Councilman Alejandro Levy  
[General Communication Efforts With Residents - Councilman Alejandro Levy ADA.pdf](#)

**R9C - PUBLIC COMMENT**

**R10 - VILLAGE MANAGER REPORT**

**R11 - VILLAGE CLERK REPORT**

**R11A** Lobbyist Report  
[R11A1\\_Lobbyist Registration Report as of December12\\_2024.pdf](#)

**R11B** Committee Appointees  
[Committee Appointees - December17\\_2024.pdf](#)

## **R12 - VILLAGE ATTORNEY REPORT**

### **R12A Monthly Attorney Report**

[Monthly Attorney Report November 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 Albaum  
Councilman Buzzy Sklar  
Councilman Alejandro Levy

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

## **Bal Harbour Village Council**

Induction Meeting Minutes  
Monday, November 18, 2024  
At 10:00 AM

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

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

**1 CALL TO ORDER / PLEDGE OF ALLEGIANCE-** Mayor Freimark called the meeting to order at 10:04 A.M. following the General Employees' Retirement Board and Local Planning Agency meetings.

The following were present:

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

The following were not present:

Councilman David J. Albaum

Also present:

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

The Bal Harbour Village Police Honor Guard presented the colors, after which Vice Mayor Salver led the Pledge of Allegiance.

**2 INVOCATION** - Bal Harbour Village Police Chief Raleigh Flowers delivered the invocation.

### **3 RATIFICATION OF VILLAGE CLERK'S CERTIFICATION OF ELECTION RESULTS**

**3** RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATE OF THE RESULTS OF THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION FOR BAL HARBOUR

VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: A Motion to approve the resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.**

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

#### **4 RATIFICATION OF VILLAGE CLERK'S CERTIFICATION OF SPECIAL ELECTION RESULTS**

- 4** RESOLUTION OF VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATE OF THE RESULTS OF THE NOVEMBER 5, 2024, SPECIAL MUNICIPAL ELECTION FOR BAL HARBOUR VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: A Motion to approve the resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.**

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

#### **5 OATH OF OFFICE OF NEWLY ELECTED / RE-ELECTED COUNCILMEMBERS**

The Village Clerk provided the Oath of Office to Councilman Elect Alejandro Levy. Councilman Levy thanked the members of the Council, Village Staff, his wife Arielle, and children, Samara, Amitai, and Anaelle, and colleagues and friends, acknowledging their support and contributions. He then recognized former Councilman David Albaum and thanked him for his service to the community.

He said that he pledged to prioritize transparency, resident concerns, preserving the Village's character, while supporting responsible budgeting, community safety, and inclusivity.

He said that Jewish wisdom "*Kol Yisrael arevim zeh bazeh*" reminds us that our strength as a community comes from our shared responsibility to uplift and care for one another, and that he was committed to preserving the Village's uniqueness while fostering



responsible growth, and to make Bal Harbour a place of pride for current and future generations.

The vice mayor took a moment to recognize the re-election of the current mayor, Jeff Freimark, who addressed the council remotely. Mayor Freimark expressed pride in the collaborative spirit of the council, emphasizing their shared dedication to the village's welfare. He warmly welcomed Alejandro and looked forward to his contributions.

Vice Mayor Salver recognized Mayor Freimark, adding he had been re-elected unopposed. Mayor Freimark welcomed Councilman Levy, saying that the Council, as a group, had been working together for several years and that they were unified in their commitment to serving the greater good of the village.

## **7 ELECTION OF MAYOR & VICE MAYOR**

- 7** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ELECTING THE MAYOR AND THE VICE MAYOR OF THE VILLAGE FROM NOVEMBER 2024 THROUGH NOVEMBER 2026; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez welcomed Councilman Levy. He then introduced the item saying that during a recent workshop Council members agreed to maintain the current leadership arrangement, with Councilman Freimark serving as Mayor and Councilman Salver as Vice Mayor, through November 2025, which marks the midpoint of the next term.

He said that at that point, a transition will occur, with Councilman Salver becoming Mayor and Councilman Wolf assuming the role of Vice Mayor for the remaining year of the two-year term. He said that once this resolution is approved, no additional vote will be required next November, as the transition is scheduled to happen automatically at the designated time.

There were no comments from the public.

**MOTION: A Motion to approve the resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.**

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

Mayor Freimark expressed his gratitude to Councilmembers for their support, and said he looked forward to continuing collaborative work. He wished Vice Mayor Salver and Councilman Wolf success as they transitioned into their new roles next year.

Vice Mayor Salver said he had reached the milestone of 10 years of service to Bal Harbour, and expressed his appreciation for his family, who supported him through missed dinners,

events, and celebrations. He noted the significant impact of local government decisions compared to national politics. He shared his enthusiasm for upcoming projects, including the Jetty and Village Hall, and then welcomed Councilman Levy.

**8 OATH OF OFFICE**

The Village Clerk provided the Oath of Office to Vice Mayor Salver.

**9 SPECIAL THANKS AND ACKNOWLEDGEMENTS**

**10 ADJOURN**– The meeting was adjourned at 10:25 AM.

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Mayor Jeffrey Freimark



Attest:

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Dwight S. Danie, Village Clerk

# BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark  
Vice Mayor Seth E. Salver  
Councilman Alejandro Levy  
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

November 19, 2024

At 6:30 PM

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

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

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE-** Vice Mayor Salver called the meeting to order at 7:06 P.M.

The following were present:

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

The following were not present:

Mayor Jeffrey P. Freimark

Also present:

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

The Pledge of Allegiance was led by Robert Clark, Operation Manager Public Works & Beautification Dept. and veteran of the United States Marine Corps.

## **REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS**

Councilman Sklar asked that Agenda Item C7A be pulled from the Consent Agenda and considered at the end of the Agenda, so that he could recuse himself.

## **PRESENTATIONS AND AWARDS**

**PA1** Veterans Day Recognition - Elias Sussman

Bal Harbour Village Police Chief Raleigh Flowers introduced Elias Sussman, a 99-year-old veteran of World War II and long-time resident of Bal Harbour Village. Chief Flowers said

that Mr. Sussman was born in 1925, joined the U.S. Army in 1943 and served in the 17th and 101st Airborne Divisions, serving in the Battle of the Bulge and Operation Varsity, and was honorably discharged in 1945. He said that Mr. Sussman and Dorothy, his wife of sixty years, relocated from New York to South Florida on 1972 and worked in realty.

Chief Flowers presented Mr. Sussman with an encased U.S. flag with the inscription: "Presented to Elias Sussman, US Army, 17th Airborne Division, technician, 5th grade, with respect and admiration for your service from the Bell Harbor Police Department, November 19, 2024."

Mr. Sussman thanked Chief Flowers and the Village Council for honoring him and his great granddaughter, Charlotte Rose Danowitz. He then described his military experience, the horrors he witnessed during the war. He then shared his entrepreneurial journey and the accomplishments he achieved alongside his late wife, Dorothy, to whom he was married for nearly sixty years.

Mr. Sussman then spoke about current events and the resurgence of antisemitism, saying that tolerance and education could help build a brighter future. His closing words were a prayer for longevity, health, and blessings for the United States and Israel.

## **PA2** Alzheimer's Awareness Month - Proclamation

Vice Mayor Salver acknowledged the month of November as Alzheimer's Awareness Month.

## **PA3** Florida Department Of Transportation (FDOT) - Presentation

Colin Johnson, Sr. Project Manager, FDOT, introduced his colleagues, Mellissa Rodriguez, Public Information Specialist, and Franche Perdomo, Construction Project Administrator, and provided updates on multiple initiatives impacting traffic and infrastructure on Collins Avenue and 96th Street.

Mr. Johnson highlighted ongoing resurfacing work that started on Indian Creek and is progressing northward saying that the project was scheduled for completion by March 2025. He said the plan includes milling and resurfacing side streets with nighttime work hours between 9:30 PM and 5:30 AM. He said key intersections, such as 96th Street, are expected to be addressed by December.

Vice Mayor Salver asked questions about the project's timeline, lane closures, and synchronization of traffic signals post-construction. FDOT confirmed that efforts to optimize signal timing fall under the County's jurisdiction but assured collaboration to improve traffic flow.

Mr. Gonzalez asked for confirmation that the southernmost crosswalk at Harding/96th Street was still happening, to which Mr. Johnson said that it was, and to which Vice Mayor Salver added that it was by request of the Surfside Town Commission.

Councilman Sklar asked Raymond Vallino, FDOT, to update the Council on the discussion they had. Mr. Valino described safety enhancements, such as speed feedback signs and transverse rumble strips, in response to concerns about speeding near crosswalks. FDOT representatives explained the challenges of using rumble strips in residential areas due to noise but committed to exploring alternatives and continuing data collection, such as spot speed studies.

Nick Massey, Whitman Family Development, introduced the team from Whiting-Turner, Matthew Monnette, Project Manager, Jacob A'Hern, Project Engineer, and Javar Pascoe, Superintendent. Mr. Massey said that the project was ready to begin with permitting nearing completion.

The discussion transitioned to the realignment of the Harden Avenue project, part of a development agreement with Bal Harbour Shops. Construction is imminent, and contractors outlined the phasing process. FDOT representatives also addressed safety measures near a key crosswalk, sharing results of a speed study. They noted that while speeds were close to targeted levels, additional measures such as speed feedback signs were being considered. However, transverse rumble strips were deemed unsuitable for residential areas due to noise concerns.

Finally, FDOT committed to ongoing evaluations and collaboration with local stakeholders to ensure effective traffic management and safety enhancements throughout the project's completion.

Mr. Pascoe detailed the phases of the project, beginning with the setup of a construction yard to minimize disruptions to the public and local businesses. He described each phase saying that there would be a focus on safety, particularly for pedestrians, and a minimization of traffic disturbances, including milling, repaving, curb replacement, new bike lanes, and reconfigurations to improve flow and safety.

He said that the project would involve nighttime work at the 96th Street intersection, with closures timed to reopen by 6 a.m. He said the median work in front of the Shops would occur overnight and last approximately 80 days.

He then describe the other phases including curb and gutter work, sidewalk construction, the addition of a bus bay, the elimination of a U-turn near Founder's Circle and finally milling, resurfacing, and striping the entire project area, adding that construction is anticipated to start in early to mid-February and expected to last 12 to 14 months.

## **CONSENT AGENDA**

### **C6 - COUNCIL MINUTES**

#### **C6A** Approval of Minutes

## **C7 - CONSENT AGENDA RESOLUTIONS**

- C7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT TOSCANA DIVINO LLC, DBA TOSCANINO HARBOUR HOUSE APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR THE RESTAURANT'S 2COP LICENSE THAT IS LOCATED INSIDE THE HARBOUR HOUSE CONDOMINIUM RESTAURANT 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 8:45 P.M after Councilman Sklar left the meeting.

The Village Manager explained that the matter was a routine review and had already been approved as part of the consent agenda. The building official, as part of his responsibilities, reviews zoning compliance for any liquor license applications. In this case, the application was for a space already established within the Harbor House and was simply a change of ownership, rather than a new use of the space. The new owner was applying for a liquor license, but the nature of the business remained the same. The Council had previously expressed interest in reviewing such items, so it was brought to their attention for a formal vote.

The Mayor then opened the floor to any comments or questions from the Council, as well as from the public. With no further comments or concerns, the Mayor called for a motion. A motion to approve was made and seconded. The vote passed unanimously with a 3-0 result.

**MOTION: A Motion to approve the Resolution was moved by Councilman David Wolf and seconded by Councilman Alejandro Levy.**

**VOTE: The Motion passed by unanimous voice vote (3-0).**

- C7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF THREE WACKER NEUSON VERTICAL MAST LIGHT TOWERS, MODEL NO. LTV6L, FROM KELLY TRACTOR COMPANY FOR THE VILLAGE, IN THE AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$41,925); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**MOTION: A Motion to approve the Consent Agenda was moved by Councilman Buzzy Sklar and seconded by Councilman Alejandro Levy.**

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

**R5 - ORDINANCES**

**R5A** AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that , the ordinance responded to a new State Statute requiring municipalities to prohibit camping or similar activities in public spaces, including parks, streets, sidewalks, and even state roads.

He describe a phased approach wherein the current reading would establish the legal framework, with operational procedures and enforcement plans to be presented to the Council in December.

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

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

**VOTE: The Motion passed by unanimous roll call vote (4-0).**

**R7 - RESOLUTIONS**

**R7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXPENDITURE OF LANDSCAPE AND SECURITY ASSESSMENT FUNDS FOR CERTAIN LEGAL EXPENDITURES IN THE ASSESSMENT DISTRICT IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND (\$50,000) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

The council then moved to Resolution R-7A, addressing funds to hire legal expertise to deal with Florida Power & Light (FPL). The Civic Association had suggested engaging a specialized attorney to push for long-delayed utility grid upgrades. After discussing the importance of this move for infrastructure safety and efficiency, the resolution was approved unanimously

Mr. Gonzalez introduced the item say that frustration had been building for years regarding the Gated Community's efforts to coordinate with Florida Power & Light (FP&L) to upgrade the utility grid. He said that the Civic Association decided to engage a law firm specializing in utility and Public Service Commission issues, and having interviewed candidates selected a firm. He added that this was not part of the Gated Community's current budget or authorized activities, so the Council was being asked to approve the expenditure to move forward.

Councilman Wolf highlighted the urgency of addressing the subpar and unsafe infrastructure, expressing hope that the legal firm could secure swift improvements.

Neca Logan, 64 Camden Drive and President of the Bal Harbour Civic Association, said that the burden of upgrading the grid should not fall on homeowners but on FP&L, which had long benefited from taxpayer contributions.

**MOTION: A Motion to approve the Resolution was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.**

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

**R7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2024 BUDGET BY REVISING THE 2024 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the annual budget year-end amendment, explaining that State Statutes require adjustments within 60 days of the fiscal year's close for any expenditures exceeding original authorizations. He said that two unforeseen issues necessitated this action: litigation stemming from the Bal Harbour Shops application and challenges with the Waterfront Park contractor.

He said that the proposed amendment to the general fund totaled \$500,000 to cover litigation and related activities, with the revenue offset by excess interest earnings from the year's investments. He said that the Resort Tax budget required adjustments for the



strategic plan costs associated with the EY contract and \$20,000 in law enforcement overtime for additional boat patrols addressing incidents behind waterfront homes.

**MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.**

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

**R7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE VOLUNTARY CONTRIBUTION AGREEMENT REGARDING RIVAGE WITH CARLTON TERRACE OWNER, LLC; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it regarded an amendment to the voluntary contribution agreement with Rivage. He said that Rivage owners had increased their pledge to \$3 million, split into two payments: \$2 million upon issuance of the first major building permit and \$1 million at the time of Certificate of Occupancy for a specified number of units.

**MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman Alejandro Levy.**

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

**R7D** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE EXECUTION OF THE GRANT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE HARBOURFRONT PARK PHASE III STRUCTURAL PROJECT (SEGMENT B) IN THE AMOUNT OF THREE MILLION DOLLARS (\$3,000,000); AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez described the progress made on funding for Harborfront Park saying the project had secured a \$250,000 design grant and a \$2 million construction grant. He said the current agreement added another \$3 million, bringing the total FIND contributions to \$5.25 million. He commended Mattie Reyes, Capital Programs Director and Kristina Brown, Grants Consultant, for their diligence in securing the funds. He noted that the project was close to reaching a Guaranteed Maximum Price (GMP) agreement, which would allow construction to begin soon. He said that permitting was underway, with some permits, like the Army Corps of Engineers' approval, already in place and the GMP would likely be finalized by February or March, with construction expected to begin in April.

Ms. Reyes said the coordination between structural engineers and the Construction Management at Risk (CMR) firm would expedite the process, adding that while April was the target start date for construction, there could be complexities involved in finalizing details and obtaining approvals.

There were no comments from the public

**MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman David Wolf.**

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

**R7E** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING ADDITIONAL SERVICES TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHARLES H. BENSON & ASSOCIATES ARCHITECTS FOR THE PROVISION OF ADDITIONAL STRUCTURAL ENGINEERING SERVICES WITH MOFFATT & NICHOL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$177,800); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez provided an overview, saying that the current phase of the project involved clarifications, value engineering, and necessary amendments to the project's designs and that this work would result in updated structural drawings. He said that Moffett and Nichol, a subcontractor to the primary architect, was responsible for these structural updates to complete the project's 100% construction drawings. He noted that progress to date included significant structural detailing necessary for Army Corps permitting, with approximately 90% of the structural drawings completed.

Councilman Sklar asked whether payments had been made to the original firm and sought clarification about the transition of responsibilities. Mr. Gonzalez confirmed that Moffett and Nichol had initially worked under Mikyoung Kim before transitioning to Charles Benson and remained consistent as a subcontractor. Ms. Reyes said that the project team completed 90% of the structural drawings to secure Army Corps permitting, requiring detailed work for that portion and to prepare for potential delays during negotiations, they created a foundation package, allowing construction to start promptly if needed. She said the focus now is on revising and detailing the 90% CD set, primarily structural.

Councilman Sklar expressed concern that the proposed \$177,800 for revisions was nearly equivalent to the original contract amount of \$216,000, particularly since the work involved revising, not recreating, the existing plans. Mr. Gonzalez clarified that the revisions due to changes from the value engineering process and new constraints, such as structural adjustments for constructability and access challenges.

Councilman Sklar One emphasized the need to be conscious of every expense closely, citing past budget overruns on the Waterfront Park project.

Councilman Wolf asked how the cost estimates were calculated to which Mr. Gonzalez clarified that the proposal was based on hourly rates but included a "not-to-exceed" clause, ensuring that only actual work performed would be billed.

Vice Mayor Salver noted that a letter submitted in the Agenda Package specified lump sum costs adding the estimates could use some refinement. Ms. Reyes said she plans to negotiate revisions, turning these into "not-to-exceed" agreements, as the current figures are based on hourly rates and unknown revision requirements.

Councilman Sklar suggested using the remaining \$16,000 under the existing contract to allow work to proceed temporarily while further negotiations were undertaken.

Ms. Reyes noted that the plans were not incorrect, but the structure's design and build approach have changed, which has resulted in savings. She said the CMAR team, hired to ensure the structure is built correctly, is providing valuable feedback, and their proposed changes are part of ongoing negotiations to secure savings ahead of the GMP, adding that the process involves spending now to save later.

Mr. Gonzalez said the Guaranteed Maximum Price (GMP) is anticipated to be ready by January and the project has a design-to-budget goal of \$25 million, though preliminary estimates exceed this amount. He said that to address potential cost overruns, a Construction Manager at Risk (CMAR) was engaged.

Councilman Sklar said that he would like to see the hourlies to know if the number was a real number. Councilman Wolf suggested allocating \$80,000 to allow for work to continue.

There was a general consensus to reduce the amount to \$80,000 and to have the engineer come to the next Council meeting to provide firsthand explanations and defend the requested funding.

Ms. Reyes said that the project had been a complex undertaking from the start where initially, the team decided to switch architects and engineers due to issues with the original design approach. She said when the new engineering firm was brought on board they also faced challenges, such as proposing columns in the water that conflicted with the overall design, but, she said adjustments were still necessary.

She said the mode of construction for the Jetty had to change significantly and the Construction Manager at Risk (CMAR) recommending adjustments. She said the contractor's input is expected to yield savings of \$3-6 million through these revisions.

There were no comments from the public.

**MOTION: A Motion to amend the Resolution to change the additional costs for services to \$80.000was moved by Councilman Buzzy Sklar and seconded by Vice Mayor Seth E. Salver.**

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

**MOTION: A Motion to approve the Resolution as amended was moved by Councilman David Wolf and seconded by Councilman Buzzy Sklar.**

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

**R7F** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING BAL HARBOUR VILLAGE TO ACT AS THE FISCAL AGENT FOR ALL SUBCONSULTANT ARCHITECTURE AND ENGINEERING AGREEMENTS ASSOCIATED WITH THE HARBOURFRONT PARK, JETTY, AND CUTWALK PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ADDENDUMS AS FISCAL AGENT TO THE SUBCONSULTANT CONTRACTS FOR SERVICES AS REQUIRED BY CHARLES H. BENSON & ASSOCIATES, ARCHITECTS, P.A., FOLLOWING THE ASSIGNMENT OF SERVICES FROM MIKYOUNG KIM DESIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the architect of record had been assigned to Benson and Associates, while Mikyoung continued as the design of record, and that this resolution would allow the Village to handle billing and reviewing of subcontractors' invoices directly, rather than going through Benson, which would eliminate the additional markup or workload that Benson might have billed for. He clarified that the proposal did not ask for additional funding, but rather for the authorization to handle payments directly. He noted that the Village would now directly manage the invoices from the subcontractors, without requiring Benson to process them. He also clarified that the legal form proposed would allow the subcontractors to continue working under Benson, but without the additional complexities of having Benson act as an intermediary.

Claudia Dixon, Chief Financial Officer, confirmed that the new process would be the same as handling any other expenditure directly with the village, except that subcontractors like Moffitt and Nichols would now be vendors in the village's system, rather than being paid through Benson.

Councilman Sklar, asked if the liability would remain with Benson as the architect of record, to which Ms. Trevarthen said that it would.

The CFO confirmed that the new process would be the same as handling any other expenditure directly with the village, except that subcontractors like Moffitt and Nichols would now be vendors in the village's system, rather than being paid through Benson.

**MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman Alejandro Levy.**

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

## **R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

**R9A** Discussion Regarding Upcoming Meeting Dates - Jorge M. Gonzalez, Village Manager

Mr. Gonzalez introduced the item saying that the standard pattern had been to meet on the third Tuesday of every month. He then presented exceptions due to conflicts with other events. He suggested changing the January meeting to January 13, the April meeting to April 22 and the December meeting to December 9.

The first exception was in January. Typically, the third Tuesday would fall on January 21, but this conflicted with Jewish school holidays. Therefore, the manager proposed moving the meeting to January 14. However, this date also presented a conflict with the availability of the village attorney. After some discussion, the suggestion was made to consider holding the meeting on Monday, January 13, to avoid these conflicts.

There was a general consensus to accept these changes for the resolution to be brought to the Council in December/

## **R9B - PUBLIC COMMENT**

Neca Logan, 64 Camden Drive expressed her concern regarding the Bal Harbour Shops crane that she said was extending beyond their lot and over the Gated Community.

Eliezer Palacio, Building Official, explained that the State, not the Village, had jurisdiction over the cranes. He said that the cranes were designed to be free-spinning when not in use, which is why they might appear to move even without wind and that cranes were designed with safety mechanisms to prevent lifting more than their specified load.

He said that the crane's swing over the properties was unavoidable, given the logistics of its operation and that according to the regulations, no additional approvals were needed beyond the initial permits issued for the construction and operation of the crane, including certification from a threshold engineer and inspection by the state.

A general discussion ensued with suggestions that the crane operators should, if possible, aim to position the crane back toward the construction site at day's end, this might not always be possible for safety reasons. The asked for further investigation, tasking Village staff with determining if the crane's operation violated regulations or required temporary easements. Staff was instructed to gather information promptly and report back before the next council meeting to address residents' concerns.

Rita Collins, 155 Biscay Drive, and a member of the Civic Association Board, expressed her frustration with a persistent issue regarding the gate situation in the community. Saying that the gate issue had become a significant, ongoing problem that needed urgent attention.

## **R10 - VILLAGE MANAGER REPORT**

Mr. Gonzalez began by explaining that the application, originally filed on January 9, 2024, underwent three rounds of review. He said that on July 19, a letter was issued deeming the application sufficiently complete to initiate a technical review, as per State Statutes. And that although there were initial delays in providing required information, the application reached a point where further review could proceed.

He said technical review concluded on November 16, 2024. He said that Michael Miller Planning and Associates reviewed land use, planning, and zoning elements; Calvin Giordano assessed infrastructure, including utilities and stormwater systems; and Corradino, the traffic consultants, analyzed traffic and parking, and Miami-Dade Fire Department, Miami-Dade Public Schools, and the local police department provided input on infrastructure concurrency, public safety, and school capacities. He add that the Building Department and legal counsel also contributed significantly to this process.

He said that on Friday, a letter was sent to the Council, confirming that the technical review was completed on time and that the application had been denied. He noted the applicant submitted additional information related to the review later that day and that while the new data might not materially impact the application's outcome, it would be addressed thoroughly.

He described the ongoing litigation, one case revolving around the Live Local Act and its implications for local zoning for which the expected trial date is July 2025, and the other case pertaining to noise ordinance amendments for which the court could be scheduling dispositive motion hearings for January 2025 with a potential trial in August 2025.

Mr. Gonzalez spoke about legislative efforts, highlighting meetings with Representative Vicki Lopez, who sponsored amendments to the Live Local Act. He said the Village intends to advocate for relevant legislative priorities, including proposals to limit Live Local developments near residential properties.

He then reported on the expansion project, where contractors indicated a completion target of June 2026, a six-month delay from the previous estimate. He said that revisions to the plans, such as changes to "Building Z" originally designated as the Barney's site, might trigger additional review processes, including Architectural Review Board evaluations. He said that the deed for that Fairfield site had already been set to revert to the Village, rendering any extension for use of the site not feasible.

Mr. Gonzalez announced the status of the Waterfront Park which had been in litigation. Confirming that the dispute had been resolved and that the Village was no longer in litigation.

**R11 - VILLAGE CLERK REPORT**

Lobbyist Report

**R12 - VILLAGE ATTORNEY REPORT**

**R12A** Monthly Attorney Report

Ms. Trevarthen said that she would be seeking an Attorney/Client Session on Tuesday, December 17, 2025 regarding BAL HARBOUR SHOPS, LLC v. VILLAGE OF BAL HARBOUR, Case No. 2024-010142-CA-01 and BAL HARBOUR SHOPS, LLC v. VILLAGE OF BAL HARBOUR, Case No. 2024-001246-CA-01.

**END OF REGULAR AGENDA**

**ADJOURNMENT-** The meeting was adjourned at 8:50 PM.

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Mayor Jeffrey Freimark



Attest:

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Dwight S. Danie, Village Clerk





# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

### Issue:

Ratification of General Employees' Retirement Board Election - Ministerial Action.

### 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>Election - Ministerial Action</u> |   |  |

### Item Summary / Recommendation:

Bal Harbour Village Code Section 13-34(i) calls for a majority of the members of the General Employees' Pension Plan, to elect two members to the General Employees' Retirement Board. On Friday, November 6, 2024, the Village Clerk solicited names of candidates for the General Employees' Retirement Board for the two available seats.


On Friday, November 22, 2024, the names of two (2) qualified members were received by the Office of the Village Clerk: **Lourdes Rodriguez** and **Bryan Corcoran**. In that there were no further nominations, the two qualified members were unopposed and were duly elected.

**THIS ITEM IS BEFORE THE VILLAGE COUNCIL AS A MINISTERIAL ACTION.**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

<b>Village Clerk</b>		<b>Village Manager</b>
<b>Dwight S. Danie</b>		<b>Jorge M. Gonzalez</b>
		

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

### **ADMINISTRATIVE RECOMMENDATION**

This item is before the Council as a ministerial action.

### **BACKGROUND**

The General Employees' Retirement Board serves as the plan administrator of the Village of Bal Harbour General Employees' Pension Plan per Bal Harbour Village Code Section 13-34. Bal Harbour Village Code Section 13-48(i) states that " The members of the Village Council and two General Employees, who shall be elected by a majority of the General Employees who are members of the Plan, shall constitute the Retirement Board "

The terms of the two elected members were to expire on December 31, 2024, so on November 6, 2024, the Village Clerk requested nominations for candidates from members of the General Employees' Pension Plan and scheduled an election of December 3, 2024. The names of two (2) qualified members were received by Friday, November 22, 2024.

Since there were no additional names submitted, and being that there are two seats available on the Retirement Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for herself. The two unopposed members are therefore elected to the two available seats, and shall serve two-year terms beginning January 1, 2025.

### **ANALYSIS**

The votes cast were:

Lourdes Rodriguez	<u>1</u>
Bryan Corcoran	<u>1</u>

**THE BAL HARBOUR EXPERIENCE**

This item is before the Council as a ministerial action.

**CONCLUSION**

The Village Clerk has certified that Bryan Corcoran and Lourdes Rodriguez are hereby declared to be elected to the two member seats of the General Employees' Retirement Board.

**ATTACHMENTS:**

1. Certification of Election Results.

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

**WHEREAS,** the General Employees' Retirement Board serves as the plan administrator of the Village of Bal Harbour General Employees' Pension Plan; and

**WHEREAS,** the term of the two appointed members were to expire on December 31, 2024; and

**WHEREAS,** Bal Harbour Village Code Section 13-34(i) of the Village's Code of Ordinances states that "the members of the Village Council and two General Employees, who shall be elected by a majority of the General Employees who are members of the Plan, shall constitute the Retirement Board;" and

**WHEREAS,** the Village Clerk solicited names for candidates on November 6, 2024 and scheduled an election on December 3, 2024; and

**WHEREAS,** the names of two (2) qualified members were received on November 22, 2024, and since there were no additional names submitted, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for herself, and will serve two-year terms beginning January 1, 2025.

**WHEREAS,** the Village Council has determined it is in the best interest of the Village to accept and adopt the certification of the results of the December 3, 2024 General Employees' Retirement Board Election.

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

**Section 1.** That Lourdes Rodriguez and Bryan Corcoran are hereby declared to be elected to the two available member seats of the General Employees' Retirement Board, with the following votes cast:

Lourdes Rodriguez 1

Bryan Corcoran 1

**Section 2.** The Certification of the Election Results summarized in Section 1 is hereby accepted and adopted by the Bal Harbour Village Council.

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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 -

## **CERTIFICATION AND DECLARATION OF RESULTS OF THE DECEMBER 3, 2024 GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION**

STATE OF FLORIDA        )  
MIAMI-DADE COUNTY    )  
BAL HARBOUR VILLAGE   )

I, Dwight S. Danie, Village Clerk of Bal Harbour Village, Florida, do hereby certify that all necessary legal steps were taken in connection with the conduct of the Bal Harbour Village General Employees' Retirement Board Election scheduled for December 3, 2024 including, though not limited to, the following:

1. On Monday, November 6, 2024:
  - a. The Election to fill the two vacant seats on the General Employees' Retirement Board (Board) occupied by the members of the General Employees' Pension Plan (Plan), per Village Code Section 13-34(i) for the years 2025 and 2026 was scheduled for December 3, 2024.
  - b. The Village Clerk requested from all Plan members nominations of candidates who would be interested in serving on the Board, and requested that they submit their names in writing to the Office of the Village Clerk by Friday, November 16, 2024.
2. On Friday, November 16, 2024:
  - a. At the close of business Friday, November 16, 2024, the Village Clerk had received the names of two (2) qualified Plan members.
  - b. There were no additional names submitted, and being that there are two seats available on the Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself.
3. I further certify and declare that the results of the General Employees' Retirement Board Election scheduled for December 3, 2024 are as follows:

<b>BAL HARBOUR VILLAGE GENERAL EMPLOYEES' RETIREMENT BOARD ELECTION - DECEMBER 3, 2024</b>	
<b>Lourdes Rodriguez</b>	1
<b>Bryan Corcoran</b>	1

# BAL HARBOUR

- VILLAGE -

4. I further certify and declare that:
- a. **Lourdes Rodriguez** and **Bryan Corcoran** received the most votes cast and are hereby declared to have been elected to the Bal Harbour Village General Employees' Retirement Board.

WITNESS my hand and the official Seal of the Village of Bal Harbour on the 3rd day of December, 2024.

A handwritten signature in blue ink is written over a faded version of the Bal Harbour Village seal. The signature is cursive and appears to read "D. Danie".

Dwight S. Danie, Village Clerk





# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

### Issue:

Ratification of Police Officers' Retirement Board Election - Ministerial Action.

### 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>Election - Ministerial Action</u> |   |  |

### Item Summary / Recommendation:

Bal Harbour Village Code Section 13-48 (i) calls for a majority of police officers, who are members of the Police Officers' Pension Plan, to elect two officers to be members of the Police Officers' Retirement Board. On Friday, November 6, 2024, the Village Clerk solicited names of candidates for the Police Officers' Retirement Board for the two available seats.


On Friday, November 22, 2024 the names of two (2) qualified members were received by the Office of the Village Clerk: **Sergeant Ron Smith** and **Detective Hector Gonzalez**. In that there were no further nominations, the two qualified members were unopposed and were duly elected.

**THIS ITEM IS BEFORE THE VILLAGE COUNCIL AS A MINISTERIAL ACTION.**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

<b>Village Clerk</b>		<b>Village Manager</b>
<b>Dwight S. Danie</b>		<b>Jorge M. Gonzalez</b>
		

# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

### **ADMINISTRATIVE RECOMMENDATION**

This item is before the Council as a ministerial action.

### **BACKGROUND**

The Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officers' Pension Plan per Bal Harbour Village Code Section 13-48. Bal Harbour Village Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board."

The terms of the two elected members were to expire on December 31, 2024, so on November 6, 2024, the Village Clerk requested nominations for candidates from members of the Police Officers' Pension Plan and scheduled an election of December 3, 2024. The names of two (2) qualified members were received by Friday, November 22, 2024.

Since there were no additional names submitted, and being that there are two seats available on the Retirement Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself. The two unopposed officers are therefore elected to the two available seats as of December 3, 2024 and shall serve two-year terms beginning January 1, 2025.

### **ANALYSIS**

The votes cast were:

Sergeant Ron Smith	<u>1</u>
Detective Hector Gonzalez	<u>1</u>

**THE BAL HARBOUR EXPERIENCE**

This item is before the Council as a ministerial action.

**CONCLUSION**

The Village Clerk has certified that Sergeant Ron Smith and Detective Hector Gonzalez are hereby declared to be elected to the two member seats of the Police Officers' Retirement Board.

**ATTACHMENTS:**

1. Certification of Election Results.

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, ACCEPTING AND ADOPTING THE CERTIFICATION OF THE RESULTS OF THE DECEMBER 3, 2024 POLICE OFFICERS' RETIREMENT BOARD ELECTION FOR BAL HARBOUR VILLAGE.**

**WHEREAS**, the Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officer's Pension Plan; and

**WHEREAS**, the term of the two appointed members were to expire on December 31, 2024; and

**WHEREAS**, Bal Harbour Village Code Section 13-48(i) of the Village's Code of Ordinances states two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board; and

**WHEREAS**, the Village Clerk solicited names for candidates on November 6, 2024 and scheduled an election on December 3, 2024; and

**WHEREAS**, the names of two (2) qualified members were received and since there were no additional names submitted, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself, and will serve a two-year term beginning January 1, 2025.

**WHEREAS**, the Village Council has determined it is in the best interest of the Village to accept and adopt the certification of the results of the December 3, 2024 Police Officers' Retirement Board election.

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

**Section 1.** That Detective Hector Gonzalez and Sergeant Ron Smith are hereby declared to be elected to the two available member seats of the Police Officers' Retirement Board, with the following votes cast:

Detective Hector Gonzalez            1  
Sergeant Ron Smith                    1

**Section 2.** The Certification of the Election Results summarized in Section 1 is hereby accepted and adopted by the Bal Harbour Village Council.

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 2024.



\_\_\_\_\_  
Mayor Jeffrey 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 -

## **CERTIFICATION AND DECLARATION OF RESULTS OF THE DECEMBER 3, 2024 POLICE OFFICERS' RETIREMENT BOARD ELECTION**

STATE OF FLORIDA        )  
MIAMI-DADE COUNTY    )  
BAL HARBOUR VILLAGE   )

I, Dwight S. Danie, Village Clerk of Bal Harbour Village, Florida, do hereby certify that all necessary legal steps were taken in connection with the conduct of the Bal Harbour Village Police Officers' Retirement Board Election scheduled for December 3, 2024, including, though not limited to, the following:

1. On Friday, November 6, 2024:
  - a. The Election to fill the two vacant seats on the Police Officers' Retirement Board (Board) occupied by the members of the Police Officers' Pension Plan (Plan), per Village Code Section 13-48(i) for the years 2025 and 2026 was scheduled for December 3, 2024.
  - b. The Village Clerk requested from all Plan members nominations of candidates who would be interested in serving on the Board, and requested that they submit their names in writing to the Office of the Village Clerk by Friday, November 16, 2024.
  
2. On Friday, November 16, 2024:
  - a. At the close of business Friday, November 16, 2024, the Village Clerk had received the names of two (2) qualified Plan members.
  - b. There were no additional names submitted, and being that there are two seats available on the Board, the names of unopposed candidates did not need to appear on the election ballot and each unopposed candidate was deemed to have voted for himself.
  
3. I further certify and declare that the results of the Police Officers' Retirement Board Election scheduled for December 3, 2024 are as follows:

<b>BAL HARBOUR VILLAGE POLICE OFFICERS' RETIREMENT BOARD ELECTION - DECEMBER 3, 2024</b>	
<b>Hector Gonzalez</b>	1
<b>Ron Smith</b>	1

# BAL HARBOUR

- VILLAGE -

4. I further certify and declare that:

- a. **Hector Gonzalez** and **Ron Smith** received the most votes cast and are hereby declared to have been elected to the Bal Harbour Village Police Officers' Retirement Board.

WITNESS my hand and the official Seal of the Village of Bal Harbour on the 3rd day of December, 2024.

A handwritten signature in blue ink is written over a faded version of the Bal Harbour Village seal. The signature is cursive and appears to read "D. Danie".

Dwight S. Danie, Village Clerk





# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING/REAPPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### Issue:

Shall the Village Council re-appoint Arianna Calcaterra and appoint Gabriel Fernandez to the Resort Tax Committee's collective appointment seat?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

Per the Village's Code, the composition of the Village's Resort Tax Committee consists of seven (7) members. Each Member of the Village Council shall appoint one (1) member of the Committee. The remaining two (2) seats shall be filled by representatives of entities that collect the Village Resort Tax, who shall be selected by a majority vote of the Village Council. These two (2) seats are referred to as the "collective appointment" seats. Traditionally, the two (2) largest contributors to the Resort Tax in the Village have been appointed to the collective appointment seats.

Arianna Calcaterra is the Director of Marketing & Public Relations, The St. Regis Bal Harbour Resort serving since July 19, 2022. Gabriel Fernandez has been the General Manager of Carpaccio Restaurant Bal Harbour since 2008.

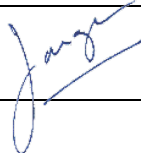
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

### Sign off:

<b>Village Clerk</b>		<b>Village Manager</b>
<b>Dwight S. Danie</b>		<b>Jorge M. Gonzalez</b>

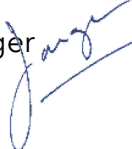


# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING/RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Per the Village's Code, the composition of the Village's Resort Tax Committee shall consist of seven (7) members. Each of the seven (7) members shall be persons who either work or reside in Bal Harbour Village and have experience in tourism and/or tourism related activities. At least four (4) of the Committee Members shall be residents of the Village.

Each Member of the Village Council shall appoint one (1) member of the Resort Tax Committee. The remaining two (2) seats shall be filled by representatives of entities that collect the Village Resort Tax, who shall be selected by a majority vote of the Village Council. These two (2) seats are referred to as the "collective appointment" seats.

### **ANALYSIS**

Arianna Calcaterra, is the Director of Marketing for the St. Regis Bal Harbour Resort was appointed to the Committee in July of 2022. In her role as Director of Marketing, Ms. Calcaterra oversees the Advertising, Marketing, Public Relations, Social Media, and Reputation Management functions for the five-star St. Regis Bal Harbour Resort. Prior roles included Director of Marketing for the Ritz-Carlton Maldives in the Fari Islands, and the Marketing Communications Manager for the Ritz-Carlton Abama in the Canary Islands. Ms. Calcaterra holds a master's degree in Marketing from El Instituto de Estudios Superiores de Administración (IESA).

Gabriel Fernandez, the General Manager of Carpaccio Restaurant in Bal Harbour since 2008, ensures seamless daily operations, delivering an exceptional dining experience in an upscale setting. He oversees everything from food quality and service to staff management, including hiring, training, and scheduling. His leadership fosters a cohesive team dedicated to providing impeccable service.. Additionally, he manages marketing

efforts, promoting the restaurant through local collaborations and online platforms to attract and retain clientele.

Behind the scenes, he handles financial oversight, balancing revenue and expenses to maximize profitability and collaborating with ownership on menu development and pricing strategies. He ensures compliance with health and safety regulations, maintains a safe environment, and stay ahead of market trends to enhance the restaurant's offerings. Ultimately, he combines strategic planning, operational expertise, and a passion for hospitality to uphold Carpaccio's reputation as a premier Bal Harbour dining destination.

Both Ms. Calcaterra and Mr. Fernandez have demonstrated a commitment to Bal Harbour Village, and their expertise and insight in tourism is a welcomed contribution to the Resort Tax Committee.

### **THE BAL HARBOUR EXPERIENCE**

Resort Tax Committee Members provide input and guidance into the actions taken to ensure Bal Harbour remains a renowned, sought-after destination for both visitors and residents seeking unique and elegant amenities in a world-class beach-front setting

### **CONCLUSION**

It is recommended that the Village Council pass the Resolution to re-appoint Arianna Calcaterra and to appoint Gabriel Fernandez to the Village's Resort Tax Committee.

RESOLUTION NO. 2024-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING/RE-APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-60 of the Bal Harbour Village Code of Ordinances (the "Village Code") establishes the Village's Resort Tax Committee, which is charged with the administration of portions of the Village Resort Tax (the "Committee"); and

**WHEREAS**, pursuant to Section 2-61 of the Village Code, the Committee shall consist of seven (7) members, with two of the seven members being representatives of entities that collect the Resort Tax (the "Collector Seats"); and

**WHEREAS**, the Collector Seats have been currently occupied by representatives from the St. Regis Bal Harbour Resort and Bal Harbour Shops Restaurants; and

**WHEREAS**, the Collector Seats are filled by appointment of this Council; and

**WHEREAS**, the St. Regis Bal Harbour Resort has re-nominated Arianna Calcaterra, Director of Marketing; and

**WHEREAS**, the Carpaccio Restaurant has nominated Gabriel Fernandez, who has been its General Manager for the last 16 years; and

**WHEREAS**, this Council desires to re-appoint Arianna Calcaterra and newly appoint Gabriel Fernandez to fill the two Collector Seats.

**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.**      **Appointment.** That in accordance with the provision of Section 2-61 of the Village Code, Arianna Calcaterra and Gabriel Fernandez are hereby appointed to the Resort Tax Committee.

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

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

PASSED AND ADOPTED on this 17th day of December, 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; REAPPOINTING CURRENT MEMBERS AND APPOINTING TWO NEW MEMBERS TO THE ARCHITECTURAL REVIEW BOARD (ARB).**

### Issue:

Should the Village Council re-appoint existing members and newly appoint Amanda S. Barton, AIA, registered architect, to the Architectural Review Board (ARB)?

### 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 ARB is comprised of 5 members, with 4 members holding a designation as a registered architect or landscape architect and the fifth member being a Village resident with a familiarity with architecture, construction, plans review or other relevant experience. Each member serves a 2-year term and each term begins January 1, 2025. A registered architect member and the Village resident have signaled their intent to cycle off the Board which will create two vacancies. The remaining members have all demonstrated their commitment to serve the Village.

Ms. Amanda S. Barton's 11-year experience has encompassed a variety of building types such as hospitality, commercial, institutional, residential and related projects. She has expressed her willingness to serve and has been identified as a good candidate. The resident member is yet to be identified, and will be brought to the Village Council on a future date.

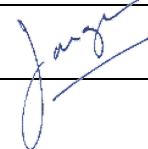
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

<b>Village Clerk</b>		<b>Village Manager</b>
Dwight S. Danie		Jorge M. Gonzalez

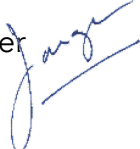


# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING TWO NEW MEMBERS TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Section 2-71 of the Village Code establishes the Village's Architectural Review Board (the "ARB") which is charged with the review of architectural plans and specifications in connection with applications for building permits and holding hearings related to the issuance of certificates of appropriateness as required by the Village Code.

Pursuant to the Village Code, the ARB is comprised of five members, with four members holding a designation as a registered architect or landscape architect and the fifth member being a Village resident with a familiarity with architecture, construction, plans review or other relevant experience. Each member serves a two-year term and each term begins January 1 following a Village Council election.

At this time, the current composition of the ARB is as follows.

- Reinaldo Borges, ARB Chair, Registered Architect, served since January 2020
- Jose L. Gomez, Registered Architect, served since December 2022
- Elizabeth Camargo, Registered Architect, served since November 2020
- Nathan VanDeman, Registered Landscape Architect, served since July 2021
- David Koplowitz, Resident Layperson, served since April 2022

These members have all demonstrated a commitment to their role and have brought a wealth of knowledge and expertise to the Board.

Mr. Borges, Mr. Gomez and Mr. VanDeman have each expressed an affirmative wish to continue serving. Ms. Camargo and Mr. Koplowitz have expressed their desire to cycle off the ARB due to full work schedules.



Ms. Camargo, recently elected 2025 President of the Florida Association of the American Institute of Architects has highly recommended Ms. Amanda S. Barton and she has been identified as a good candidate. At this time, the Village is still seeking a qualified resident member to replace the seat that Mr. Koplowitz has vacated. Once names have been proffered, a item will be brought to the Village Council for consideration.

### **ANALYSIS**

Ms. Barton, an Associate at HKS Architects Inc., is a licensed architect in Florida with a decade of experience dedicated to advancing the architectural profession. Amanda approaches community challenges with innovative design solutions that shape the industry's future while maintaining timeless appeal. Specializing in coastal hospitality projects, her expertise spans master planning, conceptual development, and project documentation.

Beyond her design work, Amanda actively serves the profession as President of the AIA Miami Board and leads several committees. A passionate advocate for sustainable design, she contributes to the AIA Miami and AIA Florida Resilience and Adaptation Committees, participates in numerous LEED and WELL-certified projects, and promotes environmental resilience through education and advocacy efforts. At HKS, she is involved in initiatives that expand the boundaries of ESG (Environmental, Social, and Governance) and serves on an internal research team focused on resilience, co-authoring Resilience+ to integrate resilience strategies into architectural practice.

Amanda's dedication has earned her numerous accolades, including the AIA Miami Associate of the Year Award (2016), the AIA Miami & Fort Lauderdale Emerging Professionals Rising Star Award (2021), Volunteer of the Year Award (2018), and the AIA Florida Individual Member of the Year Award (2019). She was also featured in the Summer 2018 edition of AIA Florida/Caribbean Architect magazine as an EP Spotlight and received the AIA Miami Emerging Professionals Award in 2020. A graduate of the University of Miami, Amanda was honored with the prestigious Alpha Rho Chi Medal for her exceptional contributions to architecture in 2013.

### **THE BAL HARBOUR EXPERIENCE**

The Architectural Review Board is an integral part of the Village of Bal Harbour's vision to develop and maintain a beautiful environment as well as, a well-designed and modernized community that remains resilient and sustainable to protect the future of our community.

### **CONCLUSION**

I am recommending that the Village Council re-appoint Reinaldo Borges, Nathan VanDeman, and Jose Gomez, and newly appoint Amanda S. Barton, AIA. to the ARB. Attached you will find a résumés for Ms. Barton. She has said that she understands the requirements of the position and has expressed a strong interest in serving if appointed.

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RE-APPOINTING CURRENT MEMBERS, AND APPOINTING ONE NEW MEMBER TO THE VILLAGE'S ARCHITECTURAL REVIEW BOARD (ARB); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-71 of the Village Code establishes the Village's Architectural Review Board (the "ARB"); and

**WHEREAS**, the Architectural Review Board (ARB) is an integral part of the Village of Bal Harbour's vision to develop and maintain a well-designed and modernized community that remains resilient and sustainable to protect the future of our community; and

**WHEREAS**, pursuant to the Village Code, four (4) members of the ARB shall be either registered architects or registered landscape architects, but need not be residents of the Village, and one (1) member of the ARB shall be a resident layperson of the Village, provided that the resident layperson has familiarity with architecture, construction, plans review, or similar relevant knowledge; and

**WHEREAS**, current members of the ARB are Reinaldo Borges, Jose L. Gomez, Nathan VanDeman, Elizabeth Camargo and David Koplowitz; and

**WHEREAS**, Elizabeth L. Camargo, registered architect member, and David Koplowitz, Village Resident, have indicated their desire to cycle off the ARB, due to issues with workload; and

**WHEREAS**, Amanda S. Barton, AIA has been identified as a good candidate to fill the seat vacated by Ms. Camargo; and

**WHEREAS**, once names for the qualified resident layperson seat have been received, they will be presented to the Village Council for consideration.

**WHEREAS** the remaining members and have all demonstrated their commitment to serve Bal Harbour Village, and each brings a wealth of knowledge and expertise to the Board; and

**WHEREAS**, Amanda S. Barton, AIA, is an Associate at HKS Architects, Inc. and Specializing in coastal hospitality projects, her expertise spans master planning, conceptual development, and project documentation; and

**WHEREAS**, Ms. Barton has more than 10 experience and her career highlights include leadership in sustainability initiatives, mentorship, and public speaking, and she has played key roles in projects ranging from luxury hospitality developments and mixed-use spaces to educational and commercial facilities, excelling as both a Project Designer and Project Architect; and

**WHEREAS**, pursuant to Section 2-72 of the Village Code of Ordinances, the Village Council desires to appoint Amanda S. Barton, AIA, to the ARB.

**WHEREAS**, Mr. Borges, Mr. VanDeman, Mr. Gomez, and Ms. Barton and have all expressed their willingness to serve on the Architectural Review Board; and

**WHEREAS**, the Village Council has determined it is in the best interest of the Village to reappoint the four current members and newly appoint a member of the ARB to 2-year terms, beginning January 1, 2025.

**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.** **Members Re-appointed.** That the following members are hereby re-appointed to serve on the Village Architectural Review Board:

Reinaldo Borges, Registered Architect

Nathan VanDeman, Registered Landscape Architect

Jose Gomez, Registered Architect

**Section 3.** **New Appointment.** That the Village Council hereby appoints Amanda S. Barton, AIA, to the Architectural Review Board.

**Section 4.** **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to execute the appointment and implement this Resolution.

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

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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

- V I L L A G E -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE RE-APPOINTMENT OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS.**

### Issue:

Should the Village Council ratify the Village Manager's re-appointment of Valerie Rennert and Joni Blachar as Special Masters?

### The Bal Harbour Experience:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" 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:

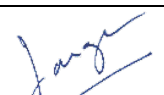
Pursuant to Village Code, the Village Manager shall appoint and reappoint Special Masters, subject to ratification by the Village Council. Appointments shall be made for a term of one (1) year. Special Masters are responsible for hearing and ruling on appeals from those cited for violations of the Code of Bal Harbour Village. Attorney Valerie Rennert has completed her fourteenth year as Special Master for the Village and has indicated that she is willing to serve another term. Attorney Joni Blachar has completed her fourth year as Special Master for the Village and has also indicated that she is willing to serve another term.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

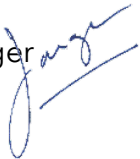
<b>Village Clerk</b>		<b>Village Manager</b>
<b>Dwight S. Danie</b>		<b>Jorge M. Gonzalez</b>
		

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Pursuant to Section 2-182 of the Bal Harbour Village Code, the Village Manager shall appoint and reappoint Special Masters, subject to ratification by the Village Council. The Village Manager shall appoint as many Special Masters as are deemed necessary. Appointments shall be made for a term of one (1) year. Special Masters are responsible for hearing and ruling on appeals from those cited for violations of the Code of Bal Harbour Village.

### **ANALYSIS**

Attorney Valerie Rennert has completed her fourteenth year as Special Master with the Village. She has done an excellent job for the Village while serving in this role. Ms. Rennert has indicated that she is willing to serve another term as Special Master.

Attorney Joni Blachar will have completed her fourth year as Special Master with the Village this January. She too has done an excellent job for the Village while serving in this role. Ms. Blachar has indicated that she is willing to serve another term as Special Master.

### **THE BAL HARBOUR EXPERIENCE**

Public Safety - Passing this resolution ensures that the Village has expert and impartial mediators for the red-light camera program, code enforcement and other hearings requiring a Special Master.

Beautiful Environment - Having a fair and impartial code enforcement program ensures that the private properties in the Village remain in compliance with the Village Code, especially the aesthetics and beautification aspects.

**CONCLUSION**

Based on their experiences in the field of law and their community involvement, I have re-appointed Ms. Rennert and Ms. Blachar as Special Masters for another one-year term, and I am seeking ratification of their appointments. I am therefore recommending approval of this Resolution.

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE RE-APPOINTMENTS OF VALERIE RENNERT AND JONI BLACHAR TO SERVE AS SPECIAL MASTERS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Village utilizes a code enforcement system which relies on Special Masters to make findings and set fines in certain contested cases; and

**WHEREAS**, pursuant to Section 2-182(a) of the Village's Code of Ordinances, appointment of a Special Master is submitted by the Village Manager to the Village Council for ratification; and

**WHEREAS**, the Village Manager wishes to re-appoint Valerie Rennert and Joni Blachar as Bal Harbour Village Special Masters; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to ratify the Village Manager's re-appointments of Valerie Rennert and Joni Blachar as Special Masters.

**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.** **Appointments Ratified.** That the re-appointments of Valerie Rennert and Joni Blachar are hereby ratified by the Village Council.

**Section 3.** **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to execute the appointments and implement this Resolution.



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

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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 DESIGNATING PUBLIC WORKS & BEAUTIFICATION EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### Issue:

Should the Village Council adopt the Resolution recognizing the designation of Public Works & Beautification employees as first Responders?

### The Bal Harbour Experience:

- |  |  |   |
|--|--|---|
| <input 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                     |

### Item Summary / Recommendation:

In 2003 under Presidential Policy Directives, Public Works agencies were recognized as First Responders and included Public Works Departments in all phases of Federal emergency management. During Critical Incidents, such as Hurricanes, Village Public Works & Beautification (PWB) plays an integral role in the Village's emergency planning efforts, coordinating with various Village vendors ensuring a quick response and recovery, evaluating available resources, identifying roles and responsibilities, while considering Village first responder logistical needs. PWB, Department teams are one of the first to respond on a scene when a disaster strikes. During response efforts, the department team performs essential services like clearing roadways, assessing damage, removing debris, restoring utilities, and assisting to manage emergency traffic. The Department also plays a predominant role during the recovery period by continuing damage assessment, cleanup, and restoration of services.


**THE ADMINISTRATION RECOMMENDS THE 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



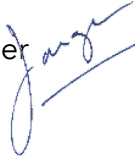
# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, DESIGNATING PUBLIC WORKS & BEAUTIFICATION EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

### BACKGROUND

In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) and Homeland Security Presidential Directive 5 (HSPD-5) in which a Public Works response to emergencies and disasters was recognized as an absolute necessity, and the Federal government was directed to include Public Works in all phases of emergency management. Public works agencies are responsible for the protection and preservation of life, property and the environment, playing a vital role in disaster prevention, preparedness, mitigation, response, and recovery.

Public Works employees have a pivotal role during emergencies, such as natural disasters, severe weather events, and infrastructure failures. When these emergencies occur, Public Works employees act as First Responders by deploying to clear roadways for public safety responses, handle hazards on the right-of-way, and help to restore the community to a sense of normalcy. The efforts of Public Works First Responders represent the essential function of protecting our citizens and communities that no other agency provides.

Public Works employees undergo training programs specific to first responder roles, including emergency management, basic medical response and incident command systems. They provide valuable input during the planning process, supply critical services during response and recovery operations, and help to reduce the risk of future losses by serving as the community's champion for mitigation projects.

The American Public Works Association ("APWA") established a First Responders Task Force as a strategic initiative to be the voice of Public Works. While Police, Fire and EMS are often the three most recognized first responders, Public Works teams often silently

provide vital support to emergency response partners, helping protect essential services, and restoring those services following an emergency.

### **ANALYSIS**

The Bal Harbour Village Public Works & Beautification Department (PWB) provides public right-of-way and infrastructure maintenance services, utility and solid waste management, landscape maintenance, and design, as well as maintenance activities for all Village facilities. Additionally, the Department provides management and support for all Village conducted utility system capital improvement projects, supports the Building Department's permitting activities, and supports the enforcement activities of the Bal Harbour Police Department's Code Compliance Division.

During Critical Incidents, such as Hurricanes, PWB plays an integral role in the Village's emergency planning efforts, coordinating with various Village vendors ensuring a quick response and recovery, evaluating available resources, identifying roles and responsibilities, while considering Village first responder logistical needs.

PWB teams are one of the first to respond on a scene when a disaster strikes. During response efforts, the department team performs essential services like clearing roadways, assessing damage, removing debris, restoring utilities, and assisting to manage emergency traffic. The Department also plays a predominant role during the recovery period by continuing damage assessment, cleanup, and restoration of services. Before, during, and after an emergency.

### **THE BAL HARBOUR EXPERIENCE**

This action is aligned with the Village's stated mission through the *Bal Harbour Experience*. The designation of the Public Works & Beautification Department as a First Responder Agency corresponds directly to the goals of Safety, Modernized Public Facilities and Infrastructure.

### **CONCLUSION**

In 2003 under Presidential Policy Directives, Public Works agencies were recognized as First Responders and included Public Works Departments in all phases of Federal emergency management.

Village Public Works & Beautification (PWB), Department teams are one of the first to respond on a scene when a disaster strikes. During response efforts, the department team performs essential services like clearing roadways, assessing damage, removing debris, restoring utilities, and assisting to manage emergency traffic. The Department also plays a predominant role during the recovery period by continuing damage assessment, cleanup, and restoration of services. Before, during, and after an emergency.

In recognition of the critical role PWB employees play in the Village's emergency planning, the essential services they provide and predominant role during the recovery period, I recommend the adoption of this Resolution.

RESOLUTION NO. 2024-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, DESIGNATING PUBLIC WORKS & BEAUTIFICATION EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) and Homeland Security Presidential Directive 5 (HSPD-5) in which a Public Works response to emergencies and disasters was recognized as an absolute necessity, and the Federal government was directed to include Public Works in all phases of emergency management; and

**WHEREAS,** Public Works employees have a pivotal role during emergencies, such as natural disasters, severe weather events, and infrastructure failures and the efforts of Public Works First Responders represent the essential function of protecting our citizens and communities that no other agency provides; and

**WHEREAS,** Public Works employees undergo training programs specific to first responder roles, and The American Public Works Association ("APWA") established a First Responders Task Force as a strategic initiative to be the voice of Public Works; and

**WHEREAS,** the Bal Harbour Village Public Works & Beautification Department (PWB) performs a multitude of important functions in the Village, and during Critical Incidents, such as Hurricanes, PWB plays an integral role in the Village's emergency planning efforts, coordinating with various Village vendors ensuring a quick response and recovery, evaluating available resources, identifying roles and responsibilities, while considering Village first responder logistical needs; and

**WHEREAS,** the Village Council recognizes it is in the best interest of the Village to designate PWB employees as first responders and authorize the use of the public works responder symbol adopted by the American Public Works Association.

**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. Public Works Designation.** That the designation of Village PWB employees as first responders is hereby approved.

**Section 3. Authorization of Use.** That the Department use of the public works responder symbol authorized by the American Public Works Association 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 17<sup>th</sup> day of December, 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.



PUBLIC WORKS

FIRST RESPONDER

## Why recognize public works professionals as **FIRST RESPONDERS**?

While police, fire, and EMS are often the three most recognized first responders, public works is also often silently there—providing vital support to emergency response partners, helping protect essential services, and restoring those services following an emergency situation. Consider the following:

- In 2003, President George W. Bush issued [Presidential Policy Directive 8 \(PPD-8\)](#) officially recognizing public works as first responders.
- In 2010, Mississippi, under House Bill (HB) 664, recognized public works professionals as first responders.
- In 2019, the US Senate passed Senate Concurrent Resolution 15 ([S.Con.Res.15](#)), “Expressing support for the designation of October 28, 2019, as Honoring the Nation’s First Responders Day.” Public works is specifically included.
- In 2022 New Hampshire Governor Chris Sununu signed into law SB325, formally recognizing public works employees as first responders.
- In 2022, New Hampshire passed HB 536, “An Act relative to death benefits for public works employees killed in the line of duty, and relative to workers’ compensation offsets for certain retirement system benefits.”
- Public works is often considered “the silent arm of public safety” ... usually without fanfare. Public works professionals are often the first on scene and the last to leave the scenes of disasters—no matter the peril.
- The National Incident Management System (NIMS) lists public works alongside police, fire, and public health in its documentation: [National Incident Management System, 3rd Edition \(fema.gov\)](#).

## What can I do?

- Establish a public works awareness committee.
- Arrange networking sessions with fellow public works professionals to share your ideas, experiences, and your public works awareness success stories.
- Put together a short presentation/video to share with your elected officials at the local, county, state, and federal levels highlighting the vital role public works professionals have as first responders.
- Reach out to APWA’s Government Affairs staff and refer to the APWA website for the latest information.
- When discussing public works as first responders, remember to use the APWA theme, “Ready and Resilient.”
- Remind your organizations and those you serve, whether it is clearing debris after a major storm, clearing the roads during winter weather conditions, setting up protective barriers, or any other critical essential function, that **public works is always there** to ensure government operations return to normal as quickly as possible. “Public works is the silent arm of public safety!”

Please don’t hesitate to reach out to APWA Government Affairs Manager, Marty Williams by phone (202) 218-6732 or email [mwilliams@apwa.net](mailto:mwilliams@apwa.net), or APWA’s Marketing Department by phone at (816) 595-5257 or email [jshilhanek@apwa.net](mailto:jshilhanek@apwa.net), should you have any questions or need assistance raising awareness of public works as first responders.



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE RATIFYING IN THE AMOUNT OF UP TO \$50,000 TO FUND THE 2025 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION AND EFFECTIVE DATE.**

### Issue:

Should the Village Council approve the Resolution to fund the 2025 Fleurs de Villes activation in Bal Harbour Village?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

The annual Fleurs de Villes will return to Bal Harbour Village for the fifth consecutive year from February 28 - March 9, 2025. The theme for 2025 will be "Cinema" which celebrates stories of great women in the film industry. Bal Harbour will again play host to this one-of-a-kind-fresh floral installation featuring couture mannequins showcasing unique designs throughout Bal Harbour Village. Funding for this event is included in this fiscal year's budget in an amount not to exceed \$50,000. Providing unique and elegant special events and activation opportunities which generate strong demand from both residents and guests as well as media coverage is the objective of our Resort Tax. During the Budget planning process, careful consideration was given as to what type of events and activations should be considered for the FY 2024-25 year and the Resort Tax Committee unanimously supported participating again in the Fleurs de Villes in 2025. The strong results of the previous events also provided the rationale for again hosting this event in Bal Harbour Village. Additionally, this activation fulfills our aim to deliver on the *Bal Harbour Experience*.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Advisory Board Recommendation:

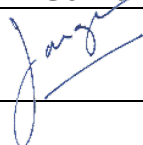
This item was discussed at the Resort Tax Committee during the budgeting process with the Committee supporting the event and recommending that funds be allocated in the FY 2024-25 Resort Tax Fund Budget.

### Financial Information:

	Amount	Account	Account #
	\$50,000	Tourism-Sponsorships, Organizations & Contributions	10-52-504826

### Sign off:

<b>Assistant Village Manager</b> Ramiro Inguanzo	<b>Chief Financial Officer</b> Claudia Dixon	<b>Village Manager</b> Jorge M. Gonzalez
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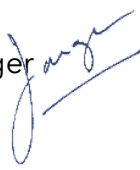


# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2025 FLEURS DE VILLES GLOBAL EXHIBITION IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

The annual Fleurs de Villes will return to Bal Harbour Village for the fifth consecutive year from February 28 - March 9, 2025. The theme for 2025 will be "Cinema" which celebrates stories of great women in the film industry. Bal Harbour will again play host to this one-of-a-kind- fresh floral installation featuring couture mannequins showcasing unique designs throughout Bal Harbour Village. Funding for this event is included in this fiscal year's budget in an amount not to exceed \$50,000.

As a reminder, in 2021, as part of the Village's 75<sup>th</sup> Anniversary celebrations, Bal Harbour Village participated along with the Bal Harbour Shops in the world-wide inaugural launch of Fleurs de Ville. In 2022, the Village again served as the host city for the launch. In both 2021 and 2022, this event showcased floral activations throughout the Village in our public spaces, the Bal Harbour Shops and hotels. The 2023 edition took place with Bal Harbour Village once again serving as the inaugural launch of this world-wide event. Each year that this event has taken place, the Village has been adorned with floral activations on our entrance signs, on various sculptures of our public art program, throughout the Bal Harbour Shops and in the Ritz-Carlton Bal Harbour Resort and the St. Regis Bal Harbour Resort. And last year, the Village hosted several activations in public places throughout the Village, including in the Bal Harbour Waterfront Park.

### **ANALYSIS**

Given the enormous success of the previous Fleur de Villes events the past four years, which has drawn strong participation as well as positive feedback from residents, guests and Hotel Partners, as well as positive press and social media coverage, approval for this event for the 2025 year is recommended. During the 2024-25 fiscal year budgeting process, the Resort Tax Committee unanimously recommended that Bal Harbour Village participate in the Fleurs de Ville activation and allocated up to \$50,000 for this event. Bal

Harbour Village will once again serve as the world-wide launch for the global exhibition which takes place during International Women's Month and the kick-off of the Spring season, with this year's event taking place from February 28 - March 9, 2025.

Section 19-41 of the Code of Bal Harbour Village states that Resort Tax funds collected by Bal Harbour Village shall:

*"be used for the promotion of the tourist industry, which shall include but not be limited to the following: publicity, advertising, news bureau, promotional events, convention bureau activities, capital improvements and the maintenance of all physical assets in connection therewith, and the restoration and preservation of the ocean beach in the Village, the continued existence of which is essential to the maintenance of all other tourist attractions in the Village."*

Using funds from the Resort Tax Fund to sponsor this event is appropriate given the media impressions and positive public relations which shall be generated.

### **THE BAL HARBOUR EXPERIENCE**

The Fleurs de Villes activation affords the Village the opportunity to continue to deliver on the *Bal Harbour Experience* by enhancing the Beautiful Environment of our destination. Being the only location in Florida for this event, and the world-wide launch for the event, contributes to the Destination & Amenities and Unique & Elegant pillars that our residents and guests come to expect to take place in Bal Harbour Village.

### **CONCLUSION**

Providing unique and elegant special events and activation opportunities which generate strong demand from both residents and guests as well as media coverage is the objective of our Resort Tax. During the Budget planning process, careful consideration was given as to what type of events and activations should be considered for the FY 2024-25 year and the Resort Tax Committee unanimously supported participating again in the Fleurs de Villes in 2025. The strong results of the previous events also provided the rationale for again hosting this event in Bal Harbour Village. Additionally, this activation fulfills our aim to deliver on the *Bal Harbour Experience*. Therefore, I recommend approval of this item.

Attachment:

1. Agreement

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2025 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the annual Fleurs de Villes will return to Bal Harbour Village for the fifth consecutive year from February 28 - March 9, 2025, and the theme for 2025 will be "Cinema" which celebrates stories of great women in the film industry; and

**WHEREAS**, this Council desires to accept the recommendation of the Resort Tax Committee and to approve the expenditure in the amount of \$50,000 from Resort Tax funds to cover the costs associated with the 2025 Fleurs de Ville exhibit.

**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.** **Expenditure Approved.** That the expenditure to Fleurs de Ville in the amount of \$50,000 to underwrite the cost of the 2025 Fleurs de Ville global exhibit in Bal Harbour Village is hereby approved.

**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 17<sup>th</sup> day of December, 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.

## 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, Fluers de Villes, Inc. ("Artist"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Parties have entered into agreements in the prior four years whereby floral activations are adorned throughout the Village.

**WHEREAS**, the Village has received a proposal from Artist to enter into an agreement for 2025 for the provision of similar floral activations.

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

- I. **SCOPE OF SERVICES.** Artist shall provide the scope of services ("Services" or "Work") set forth in Artist's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A."
- II. **TERM.** This Agreement shall commence on February 28, 2025 and shall continue through March 9, 2025, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. **PAYMENT.** In consideration of the Artist displaying this exhibit during the abovementioned dates, the Village shall expend Fifty Thousand Dollars and Zero Center (\$50,000) to cover the costs associated with the Sponsorship Agreement. Two equal payments of Twenty-Five Thousand Dollars (\$25,000) will be made to the Artist, with the first payment due on January 15, 2025 and the second installment due on February 27, 2025. All Services performed shall be invoiced to the Village.
- 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 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, Consultant 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 Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. 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 Consultant. 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 Consultant.

**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 Consultant of such termination; which shall become effective fifteen (15) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant 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 Consultant 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, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

**V. INSURANCE REQUIREMENTS**

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

Consultant 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 Consultant 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 96<sup>th</sup> 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. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant 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 Consultant 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, and the Consultant's proposal (labelled as the Promotional Sponsorship Agreement) 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. 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.

## **IX. ANTI-DISCRIMINATION**

Consultant 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. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant 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.

## **X. SCRUTINIZED COMPANIES**

- A.** Consultant 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 Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant 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 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Copies To:        Dwight S. Danie, Village Clerk  
Bal Harbour Village  
655 96<sup>th</sup> 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 Consultant:    Fluers de Villes, Inc.  
3780 Heather Street  
Vancouver, BC V5Z 3L2

## **XII. COMPLIANCE WITH LAWS.**

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

**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 Consultant 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.**

Consultant 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, Consultant 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. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

**XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

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

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant

shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 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 Consultant's workpapers shall remain the sole property of Consultant, 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 Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 [clerk@balharbourfl.gov](mailto: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 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/subconsultants/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.

**XXII. HUMAN TRAFFICKING**

By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 787 06, Florida Statutes. This compliance includes the Contractor providing an affidavit that it does not use coercion for labor

or services. This attestation by the Contractor shall be in the form attached to this Agreement and must be executed by the Contractor when entering into an agreement with the Village.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Agreement even if the Contractor was not in violation at the time it submitted its Affidavit.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF**, Consultant 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.

CONSULTANT:  
Fleuer de Villes, Inc.  
3780 Heather Street  
Vancouver, BC V5Z 3L2

VILLAGE:  
Bal Harbour Village  
655 96 Street  
Bal Harbour, FL 33154

By: \_\_\_\_\_

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



# FLEURS DE VILLES

## PROMOTIONAL SPONSORSHIP AGREEMENT

### Flours de Villes Inc. & Bal Harbour Village

Date: December 3, 2024	Contract Number: FdV-Miami2024-BalHarbourVillage PO # (if applicable) _____
Sponsor Name and Address:  Bal Harbour Village 655 96th Street Bal Harbour, FL 33154	Contact:  Ramiro Inguanzo <a href="mailto:ringuanzo@balharbourfl.gov">ringuanzo@balharbourfl.gov</a> Assistant Village Manager at Bal Harbour Village
Date of Project/contract term: February 28-March 9, 2025	Location: Bal Harbour, Miami
Contract Type: Community Partner	
Investment/Amount of Contract: \$ 50,000 USD Payment Terms: 50% (\$ 25,000) due January 15, 2025 50% (\$ 25,000) due Feb 27, 2025	
<p>Flours de Villes is to provide the following floral installations per viewed and approved deck:</p> <ul style="list-style-type: none"> <li>• North Bal Harbour Sign Mannequin (1) – Collins Ave</li> <li>• Bal Harbour Village Park (4 installations)</li> <li>• Bal Harbour Village Hall (3 installations)</li> </ul> <ul style="list-style-type: none"> <li>• Inclusion on the Press Release going out to all media</li> <li>• Inclusion in the Media Preview launch event on Feb 28th</li> <li>• Logo and 50 words of copy and social handles on adjacent signage as allowed</li> <li>• Social Media activation and coverage throughout the event, with social media handles tagged</li> <li>• Professional photos for use</li> <li>• Communications Toolkit for promotion with plug and play social assets</li> <li>• <b>Please Note:</b> The budget does not include full replacement due to theft of external mannequins on the signs. Every effort will be made by Fleurs de Villes to anchor and secure mannequins — any possible actions by Bal Harbour to ensure security of the Installations should also be taken.</li> </ul>	

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION APPROVING AN ANNUAL PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE; AND POLICE OFFICERS' RETIREMENT BOARD.**

### Issue:

Should the Village Council approve an annual program to recognize members of the Village's boards and committees?

### 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>Recognition of board and committee members.</u> |   |  |

### Item Summary / Recommendation:

The Village has two committees and two boards, the Architectural Review Board, Budget Advisory Committee, Resort Tax Committee, and the Police Officers' Retirement Board, made up of residents and others who volunteer their time to serve, with each member tasked with providing guidance and recommendations on specific matters pertaining to the scope of the respective board or committee.

In recognizing the invaluable contributions of the board and committee members, it is proposed in the same manner completed in 2022 and 2023, that each member receive a \$500 gift card. There is a total of up to twenty board and committee assignments that would be eligible, assuming there are no vacancies in any of these seats. At \$500 per assignment, the total amount expected to fund this program for the year would be approximately \$10,000, exclusive of the approximately \$200 required for the gift card purchase fees, handling fees, and shipping. This recognition program is proposed as a recurring annual initiative, ensuring the continued appreciation of board and committee members for their dedicated service.

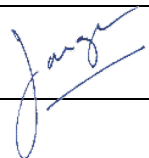
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$10,200	Miscellaneous -General Gov	01-19-504990

### Sign off:

<b>Human Resources Director</b>	<b>Chief Financial Officer</b>	<b>Village Manager</b>
<b>Ramiro J. Inguanzo</b>	<b>Claudia Dixon</b>	<b>Jorge M. Gonzalez</b>



# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN ANNUAL PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE COMMITTEES, INCLUDING THE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, THE RESORT TAX COMMITTEE; AND THE POLICE OFFICERS PENSION BOARD, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

During the July 2022 Village Council Meeting, Councilman David Albaum included an item to discuss recognizing the members of the various Village boards and committees. Following deliberations, the Village Council passed a Resolution in October 2022 to acknowledge each board and committee member with a \$500 gift card. Subsequently, in December 2022 and 2023, gift cards were distributed to the deserving individuals as a token of appreciation for their dedicated service.

Bal Harbour Village has two boards and two committees, made up of residents and other individuals who are appointed to serve, with each member tasked with providing guidance and recommendations on specific matters pertaining to the scope of the board or committee. The boards and committees in Bal Harbour Village include: (1) Architectural Review Board, (2) Budget Advisory Committee, (3) Resort Tax Committee, (4) and the Police Officers' Pension Board. Below is a summary of each:

#### Architectural Review Board

The Bal Harbour Village Code creates the Architectural Review Board (ARB) as a governmental agency of the Village. As stated in the Code, the membership is as follows: "Four members of the ARB shall be either registered architects or registered landscape architects but need not be residents of the Village. One member of the ARB shall be a resident layperson of the Village, provided that the resident has familiarity with architecture, construction, plans review, or similar relevant knowledge. Members of the ARB shall be appointed by a majority vote of the Village Council." The current members of the ARB, along with their original appointment date include:

Reinaldo Borges	February 25, 2020
Elizabeth Camargo	November 17, 2020
Nathan VanDeman	July 20, 2021
David Koplowitz	April 11, 2022
Jose Gomez	December 13, 2022

Budget Advisory Committee

The Bal Harbour Village Code creates the Budget Advisory Committee (BAC) to serve in an advisory capacity to the Village Council with the following duties: (1) To make recommendations to the Village Council for the implementation of sound fiscal policies and procedures, and (2) To make recommendations regarding construction of the annual Village budget and establishment of millage rate. There are five members of the BAC, with the Mayor and each Councilmember appointing one member each. The current members of the BAC, along with their original appointment date include:

Neca Logan	March 4, 2018
Andrew Shechtel	March 10, 2021
Raj Singh	June 13, 2013
Raymond Slate	June 12, 2017
Jonathon Kader	July 8, 2023

Resort Tax Committee

The Bal Harbour Village Code creates the Resort Tax Committee (RTC) to act in an advisory capacity with matters pertaining to the Village’s Resort Tax.

According to the Code, the RTC shall consist of seven members. Each of the seven members shall be persons who either work or reside in Bal Harbour and have experience in tourism and/or tourism related activities. At least four of the RTC members shall be residents of the Village. Each member of the Village Council shall appoint one member of the RTC. The remaining seats shall be filled by representatives of entities that collect the Village resort tax, who shall be selected by a majority vote of the Village Council. The current members of the RTC, along with their original appointment date include:

Adrianna Calcaterra	July 19, 2022
Priscilla Khanna	March 8, 2019
Jeff Lehman	January 28, 2021
VACANT	
Peter Willis	January 29, 2018
Zushie Litkowski	December 8, 2022
Jassi Lekach Antebi	January 8, 2023

Police Officers' Retirement Board

The Bal Harbour Village Code creates the Police Officer's Retirement Board which shall be vested with legal title to oversee the assets and investments of this plan.

According to the Code, the Board shall consist of two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Bal Harbour Police who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board. The current non-Police Officer members of the Retirement Board, along with their original appointment date include:

Daniel Gold	August 10, 2009
Mitchell Lieberman	April 20, 2021
Joel Mesznik	November 18, 2018

**ANALYSIS**

Recognition of board & committee members, comprised of both residents and appointed individuals, is a prudent strategy to acknowledge these members for their active participation and community service. These boards and committees play a crucial role in providing guidance and recommendations on specific matters aligned with their respective scopes of focus and expertise.

In recognizing the invaluable contributions of the boards and committee members, it is proposed in the same manner completed in 2022 and 2023, that each member receive a \$500 gift card for those members who attended a majority of their respective board meetings in the calendar year. These Visa debit gift cards are a practical and versatile token of acknowledgment. The cards do not have any fees attached, ensuring that the entire card amount is available for use by the recipients. Furthermore, the cards are custom printed, adding a personal touch to the recognition and making this gesture a memorable and meaningful token of gratitude for the dedication and efforts of our committee members.

There is a total of up to twenty board and committee assignments that would be eligible, assuming there are no vacancies in any of these seats. At \$500 per board or committee assignment, the total amount expected to fund this program for the year would be approximately \$10,000, exclusive of the approximately \$200 required for the gift card purchase fees, handling fees, and shipping.

The current resolution would transition the program into a recurring initiative incorporated into the annual budget. This ensures its sustainability and allows for consistent planning and execution. The program will continue to operate on this basis each year unless otherwise directed or amended by the council, providing a stable foundation for its ongoing success and impact.

**THE BAL HARBOUR EXPERIENCE**

The collective work of the Architectural Review Board, Budget Advisory Committee, the Resort Tax Committee, and the Police Officers' Retirement Board each contribute to all of the elements of *The Bal Harbour Experience*.

**CONCLUSION**

Members who serve on Village boards or committees are volunteers who generously dedicate their time to Bal Harbour Village, collectively contributing significantly to the achievement of the Village's mission and vision. As such, it is recommended that the Council approve this item as part of a recurring initiative to annually recognize and express gratitude to each of the board and committee members for their valuable service.

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; CONTINUING THE ANNUAL PROGRAM OF RECOGNITION FOR THE MEMBERS OF THE BAL HARBOUR VILLAGE ARCHITECTURAL REVIEW BOARD, BUDGET ADVISORY COMMITTEE, RESORT TAX COMMITTEE AND POLICE OFFICERS RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Bal Harbour Village is reliant on its committees and boards to play an important role in decision-making and governance, impacting Village residents and the community-at-large; and

**WHEREAS**, members of the Architectural Review Board, the Budget Advisory Committee, the Resort Tax Committee and the Police Officers Retirement Board serve as volunteers but devote considerable time and effort attendant to their responsibilities as Village board and committee members; and

**WHEREAS**, at the 2022 and 2023 Village Council meeting, the Council approved the recognition and ratified the \$500 Visa debit gift card to board and committee members for their service in the prior year; and

**WHEREAS**, staff wishes to maintain the recognition program for the current year and distribute each member a Visa debit gift card in the amount of \$500; and

**WHEREAS**, the Village Council has further determined that the gift card will only be issued to members who attended a majority of their respective board or committee meetings in the calendar year; and

**WHEREAS**, the Village Council recognizes the importance of expressing gratitude to these volunteers and wishes to maintain the program as an annual, recurring initiative to formally recognize and thank board and committee members for their service as part of the Village's ongoing commitment to fostering civic engagement and community appreciation; and

**WHEREAS**, the Council has determined that it is in the best interest of the Village to continue the recognition program for the members of these boards and committees in



gratitude for their service to the community, and that this initiative shall remain in effect until otherwise directed by the Council.

**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. Recognition Program Continued.** That the continuation of the program recognizing the contributions of Village board and committee members consisting of a Visa debit gift card to the members in the amount of \$500 is hereby approved.

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

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

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR INCLUSION IN THE CODE.

### Issue:

Shall the Village Council adopt this Ordinance to amend the Code to create Section 12-11 to establish regulations regarding public camping and sleeping to be in compliance with the new State law passed by the Florida Legislature in 2024?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

During the 2024 Florida Legislative Session, Florida House Bill (HB) 1365 passed, and Governor DeSantis signed it into law. HB 1365 prohibits counties and municipalities from authorizing or allowing individuals to regularly sleep or camp on public property, at public buildings or their grounds, or on public rights-of-way within their jurisdictions. Section 17-82 of the Village Code prohibits "any Person to, in any Public Park, . . . (5) Erect, maintain or cause to be erected or maintained any tent, shelter or structure in a Public Park." The existing prohibition in Section 17-82 does not cover all public property in the Village and is narrower in the scope of conduct prohibited than that contemplated by the new statute. Therefore, for the Village to be in compliance, the proposed amendment is recommended to be made to Chapter 12 "Offenses" of the Code of Ordinances to create Section 12-11 "Public Camping or Sleeping" to establish definitions and regulations. Violations are deemed to be a public nuisance and may subject the violator to arrest. Convictions are punishable by a fine of up to \$500.00 or imprisonment in the County jail for up to 60 days or both.

The Ordinance was unanimously approved on a 4-0 vote with no amendments on First Reading at the November 19, 2024 Council Meeting.

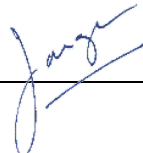
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.**

### Business Impact Estimate:

Business Impact Estimate is required and attached.

### Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

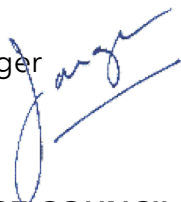


# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Ordinance on Second Reading.

### **BACKGROUND**

This Ordinance was heard on First Reading at the November 19, 2024 Council meeting and passed unanimously on a 4-0 vote.

By way of background, during the 2024 Florida Legislative Session, Florida House Bill (HB) 1365 passed, and Governor DeSantis signed it into law. HB 1365 prohibits counties and municipalities from authorizing or allowing individuals to regularly sleep or camp on public property, at public buildings or their grounds, or on public rights-of-way within their jurisdictions. The law includes two significant effective dates:

- October 1, 2024 - all municipalities and counties in Florida will be required to enforce this State requirement for local bans on camping or sleeping on public property within their jurisdictions, including the beach, sidewalks, bus stops and parks.
- January 1, 2025 - all municipalities and counties in Florida could face legal action from any resident or business owner within their jurisdictions or the Florida Attorney General for failing to comply with the new State Statute. Prior to filing any legal action against any municipality or county, five (5) business days' written notice must be provided to the respective legislative body of the corresponding jurisdiction. If the resident or business owner prevails, the court could find the jurisdiction in violation of the State Statute and award reasonable attorney's fees and costs, including investigative costs.

This new State law brings a renewed sense of urgency to humanely assist those on our streets who are homeless and serves as a call to action to strategically and compassionately tackle the issue of homelessness together as a community.

Given the potential impacts across Miami-Dade County, this State law could potentially overwhelm the County's corrections facilities, which are already struggling with overpopulation. Miami-Dade County operates a coordinated system of care responsive to those experiencing homelessness through the Miami-Dade County Homeless Trust. The Trust's Continuum of Care model (CoC) has successfully reduced unsheltered homelessness by nearly 90 percent over the past three decades even while many other communities across the state and nation have seen significant increases. Even so, the affordable housing crisis has compounded the challenge of homelessness, and more than 1,000 people remain on the streets of Miami-Dade County on any given night, and close to three times that number are in emergency shelters or other temporary settings. The Trust estimates that the fastest growing population of unsheltered people in Miami-Dade County are seniors 55 and over, and families with young children.

In October 2024, the Miami-Dade County Board of County Commissioners amended a County Ordinance which provides for the prohibition on overnight camping on County-owned facilities and properties. The County Ordinance does not interpret or intend to create an offense that can be cited on any municipal property, so therefore, is not applicable in Bal Harbour Village.

Section 17-82 of the Village Code prohibits "any Person to, in any Public Park, . . . (5) Erect, maintain or cause to be erected or maintained any tent, shelter or structure in a Public Park, except when approved in writing by the Village Manager;" The existing prohibition in Section 17-82 does not cover all public property in the Village, and is narrower in the scope of conduct prohibited than that contemplated by the new statute.

Therefore, for the Village to be in compliance with the new State law, the proposed amendment is recommended to be made to Chapter 12 "Offenses" of the Code of Ordinances to create Section 12-11 "Public Camping or Sleeping" to establish definitions and regulations, providing for conflicts, providing for severability, providing for inclusion in the Code, and providing for an effective date. Violations are deemed to be a public nuisance and may subject the violator to arrest. Convictions are punishable by a fine of up to \$500.00 or imprisonment in the County jail for up to 60 days or both.

## **ANALYSIS**

Although public camping or sleeping has not generally been an issue in Bal Harbour Village and is not something that is often dealt with by our Police Officers, it is proposed that Section 12-11 "Public Camping or Sleeping" be added to Chapter 12 "Offenses" of the Code of Ordinances as follows:

**Sec. 12-11. Public Camping or Sleeping.** This section shall be known as the Public Camping or Sleeping Ordinance of Bal Harbour Village, Florida.

(a) Definitions and rules of construction. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section:

(1) "Public camping or sleeping" means:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(2) "Public camping or sleeping" does not include:

- a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or
- b. Camping for recreational purposes on property designated for such purposes.

(b) Prohibitions; Penalties.

- (1) No person may regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of or located within the Village.
- (2) If the person refuses to be taken to a shelter, and/or leave the area, the violation shall constitute a public nuisance, and may subject the violator to arrest and shall, upon conviction, be punishable either by a fine up to \$500.00, imprisonment in the county jail up to 60 days, or both.

(c) Policies and Procedures. The Village Manager or designee shall promulgate policies and procedures to guide the implementation of this section in compliance with state law.

Staff has worked in conjunction with the Miami-Dade County Homeless Trust to develop a set of policies and procedures to guide the implementation of this section in compliance with State law and include them in the second reading of this Ordinance. These policies and procedures are attached for informational purposes.

### ***THE BAL HARBOUR EXPERIENCE***

This Ordinance addresses several pillars of *The Bal Harbour Experience*, including providing for the safety of our residents and community and contributing to the beautiful environment of our Village.

### **CONCLUSION**

The Ordinance was unanimously approved with no amendments on First Reading at the November 19, 2024 Council Meeting.

The Administration recommends the adoption of the Ordinance on Second reading.

Attachment:

1. Policies and Procedures

**ORDINANCE NO. 2024\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, during its 2024 legislative session, the Florida Legislature enacted House Bill 1365, codified as Section 125.0231, F.S., which prohibits counties or municipalities from authorizing or otherwise allowing "any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable"; and

**WHEREAS**, Section 17-82 of the Village Code prohibits "any Person to, in any Public Park, . . . (5) Erect, maintain or cause to be erected or maintained any tent, shelter or structure in a Public Park, except when approved in writing by the Village Manager;" and

**WHEREAS**, the existing prohibition in Section 17-82 does not cover all public property in the Village, and is narrower in the scope of conduct prohibited than that contemplated by the new statute; and

**WHEREAS**, the Village Council finds it appropriate to therefore enact this Ordinance to ensure compliance with state law; and

**WHEREAS**, the Village Council conducted a duly noticed first and second reading of this Ordinance, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is in the best interest of 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 12.** That Chapter 12 "Offenses" of the Code of Bal Harbour Village, Florida, is hereby amended to create Section 12-11 "Public Camping or Sleeping" to read as follows:<sup>1</sup>

## CHAPTER 12. - OFFENSES

\* \* \*

**Sec. 12-11. Public Camping or Sleeping.** This section shall be known as the Public Camping or Sleeping Ordinance of Bal Harbour Village, Florida.

*(a) Definitions and rules of construction.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section:

(1) *"Public camping or sleeping" means:*

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(2) *"Public camping or sleeping" does not include:*

- a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or
- b. Camping for recreational purposes on property designated for such purposes.

---

<sup>1</sup> 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) Prohibitions; Penalties.

- (1) No person may regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of or located within the Village.
- (2) If the person refuses to be taken to a shelter or leave the area, the violation shall constitute a public nuisance, and may subject the violator to arrest and shall, upon conviction, be punishable either by a fine up to \$500.00, imprisonment in the county jail up to 60 days, or both.

(c) Policies and Procedures. The Village Manager or designee shall promulgate policies and procedures to guide the implementation of this section in compliance with state law.

\* \* \*

**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 become effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 19<sup>th</sup> day of November, 2024.

PASSED AND ADOPTED on second reading this 17<sup>th</sup> day of December, 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 -

## BUSINESS IMPACT STATEMENT

### Proposed Ordinance Title:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 12 "OFFENSES" OF THE CODE OF ORDINANCES TO CREATE SECTION 12-11 "PUBLIC CAMPING OR SLEEPING" TO ESTABLISH DEFINITIONS AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### Summary of Proposed Ordinance and Statement of Purpose to be Served:

The proposed ordinance amends Chapter 12 of the Bal Harbour Village Code to create Section 12-11, titled "Public Camping or Sleeping." This section establishes definitions and regulations prohibiting individuals from regularly engaging in public camping or sleeping on any public property under the Village's jurisdiction. The ordinance aligns with Florida's House Bill 1365, which mandates such restrictions to ensure consistency with state law. The purpose of the proposed ordinance addresses gaps in existing regulations, aligning local law with state requirements while safeguarding community welfare.

### Estimate of Direct Economic Impact on Private/For Profit Businesses:

- a. **Estimate of Direct Business Compliance Costs:** This ordinance is not expected to have any direct business compliance cost impacts.
- b. **New Charges/Fees on Business Impacted:** This ordinance is not expected to have any new charges or fees on businesses.
- c. **Estimate of Regulatory Cost:** This ordinance is not expected to have any additional regulatory costs.

### Good Faith Estimate of Number of Businesses Likely Impacted:

There is no expectation that any businesses within the Village, including the approximately 110 businesses located in the Business District or any businesses in other parts of the Village, will be impacted.

## Bal Harbour Police Department

### UNAUTHORIZED OVERNIGHT PUBLIC CAMPING AND PUBLIC SLEEPING

#### Standard Operating Procedures

DRAFT 3.0 – 11 13 24

#### PURPOSE

To assist the Bal Harbour Police Department in complying with FSS 166.0463, relating to unauthorized, overnight, public camping and public sleeping on municipal property in a manner that addresses the welfare, health, and safety issues that impact homeless individuals who are encamped/sleeping on municipal public property, and the public health and safety issues that arise from persons camping or sleeping overnight on municipal public property.

#### DEFINITIONS

- HB 1365/SB 1530: House and Senate Bills creating sections 166.0453 and 125.0231 of the Florida statutes relating to overnight public camping and public sleeping and establishing the requirements for establishment of designated sleeping areas for municipalities and counties, respectively.
- "Public camping" means lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings, or lodging or residing overnight in an outdoor space without a tent or other temporary shelter. The term does not include lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.
- "Public sleeping" means lodging or residing overnight in an outdoor space without a tent or other temporary shelter.
- "Municipal public property" refers to all public property located within municipal boundaries, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of or located within the Village.
- "Homeless Standard Operating Procedures" (SOP) is the municipality's current protocol for responding to calls for service involving homeless persons (e.g. Field Interview Verification Observation form).
- "Miami-Dade County Homeless Trust (MDHT)" is Miami-Dade county's homeless continuum of care system coordinating entity.

- “Formal complaints” are written notice of the alleged violation to the governing board of the county or applicable municipality.
- “Informal requests or notifications” may be oral or written, but are simply alerting parties that an area of concern has been identified.

## **PROCEDURE FOR IDENTIFYING PERSONS CAMPING/SLEEPING OVERNIGHT ON MUNICIPAL PUBLIC PROPERTY**

### **I. Initial identification of a homeless person or persons**

The municipality will primarily be informed of individual(s) who are in violation of the prohibition on overnight public camping or public sleeping in three ways:

- A.** Identification by municipal staff (e.g. police, public works, social services/outreach teams, etc.) or elected officials
- B.** Notification by resident or business owner
- C.** Notification through the Miami-Dade County Homeless Trust (MDHT) Homeless Reporting Portal

### **II. Point of Contact**

In the absence of a municipal department that provides direct outreach services to the homeless and is charged with responding to reports of person(s) engaged in overnight public camping or sleeping in their municipality (e.g. homeless outreach team), and/or in the absence of a municipal point of contact(s) (MPOC) to serve as the liaison(s) between municipal elected officials; municipal administrators; the police department and other municipal departments; contracted service providers; and the Miami-Dade County Homeless Trust, as may be applicable, the Bal Harbour Police Department will identify a police point of contact (PPOC) within their department to ensure prompt municipal response to reports of person(s) engaged in overnight public camping or sleeping on municipal property, as may be forwarded to the police department for response. Bal Harbour Village may have a Municipal Point of Contact (MPOC) and a Police Point of Contact (PPOC), or may designate the PPOC to serve as both the MPOC and PPOC for the municipality.

### **III. Process for receiving reports of person(s) overnight camping or sleeping on municipal public property**

- A.** Reports of overnight camping/sleeping on municipal public property received by Bal Harbour Village will be forwarded to the Bal Harbour Police Department for response and will be tracked using a CAD signal of 14-PC (Investigation: Public Camping).

1. The responding officer will also enter the complaint/report into the MDHT's Homeless Reporting Tool software.

#### **IV. Response to person(s) camping/sleeping overnight on municipal public property**

The municipality will coordinate with the MDHT's contracted outreach teams designated to the geographic area to respond to reports of person(s) engaged in public camping or sleeping overnight on municipal property in a timely manner.

##### **A. Formal Complaints**

For formal reports (complaints) of person(s) engaged in public camping or sleeping overnight on municipal property submitted in writing to the governing body, a response and a resolution to the unauthorized camping/sleeping overnight on municipal public property must be completed within five (5) business days after receipt of the formal written report/complaint. Formal reports (complaints) will be flagged in red in the MDHT Homeless Reporting tool.

The MPOC/PPOC will coordinate with the MDHT's contracted outreach teams to respond to person(s) observed by police personnel camping or sleeping overnight on municipal public property. Police officers will respond to reports of persons person(s) *observed* camping or sleeping overnight on municipal public property to assist MDHT outreach teams as needed.

##### **B. Informal Requests or Notifications**

For informal requests or notifications of person(s) engaged in public camping or sleeping overnight on municipal property, the PPOC/MPOC will utilize the MDHT's Homeless Reporting Tool, and coordinate with MDHT contracted outreach teams to respond to person(s) observed by police personnel overnight camping or sleeping on municipal public property. Bal Harbour police officers will respond to assist MDHT outreach teams as needed.

#### **V. Engagement**

Whether observed by a police officer, or when a police officer responds to a report received of a person(s) overnight camping or sleeping on municipal public property, the Bal Harbour police officer will respond as follows:

##### **A. Formal Complaints**

The officer will engage the person(s) camping/sleeping overnight on/in public property in an effort to obtain the basic information required to document the encounter. In addition, the municipal police officer will inform the person(s) in writing of the new state law that

prohibits overnight camping or sleeping on public property, and explain alternatives available to the person(s).

The BH officer will coordinate with the MDHT's designated contracted outreach team(s) to facilitate the next steps, which can include reunification with family and/or friends, priority placement into emergency shelter or another crisis placement as appropriate and available. The encounter/engagement will be documented on an incident report using the signal 14-PC, and by entering the contact into MDHT's Homeless Reporting Tool. The name of the MDHT contracted outreach team and its representative will be included in the police report.

For persons deemed not open to housing and/or services in the immediate, the MDHT's contracted outreach teams will ensure individuals encountered/engaged are documented as indicated in Section VI. The police officer will proceed to follow the agencies SOP.

**B. Informal Requests or Notifications**

The responding Bal Harbour police officer will engage the person(s) camping/sleeping overnight on/in public property in an effort to obtain the basic information required to document the encounter. In addition, the BH officer will inform the person(s) verbally, but preferably in writing, of the new state law that prohibits overnight camping or sleeping on public property, and explain alternatives available to the person(s). The BH officer will coordinate with the MDHT's designated outreach team(s). The designated outreach team will add the client to their ongoing case load and further engage and reengage the individual(s) to facilitate the next steps. The encounter/engagement(s) will be documented by the police officer on an incident report using a signal 14-PC. The MDHT outreach teams will document the encounter according to their operating procedures.

**C. Immediate assistance should be provided for individuals who:**

1. Require medical attention for acute health issues; contact Fire/Rescue for assessment.
2. Require mental health stabilization; take to closest receiving facility or contact Mobile Response Team
3. Request detox or substance use treatment; contact designated outreach team as indicated/assigned by the Homeless Reporting Tool
4. Are extremely vulnerable and at risk of being harmed or neglected, contact Florida Department of Children and Families' Adult Protective Services
5. Are families with minor children, unaccompanied minors 18-24, individuals over the age of 70; contact the designated outreach team as indicated/assigned by the Homeless Reporting Tool
6. Are veterans, contact Healthcare for Homeless Veterans
7. Are recently arrived migrants (within the last year), contact Hermanos de la Calle



8. Are persons fleeing domestic violence; contact the Domestic Violence Helpline
9. Are persons fleeing human trafficking; contact the Human Trafficking Hotline

## VI. Documentation

A record of the initial and any subsequent encounters with the person observed camping or sleeping on municipal public property will be made as follows:

1. The officer will record the initial and any subsequent encounter on an incident report using the signal 14-PC. The officer will ensure the data is also entered in the MDHT's Homeless Reporting Tool.
2. If the report was received from the MDHT's Homeless Reporting Tool, the information on the initial and subsequent encounters by the police officer, MPOC or MDHT outreach team will be documented on an incident report and the MDHT's Homeless Reporting Tool. A copy of the police report will be electronically attached to the respective entry in the MDHT's Homeless Reporting Tool.

## VII. Notice to unauthorized persons

1. In addition to documenting the encounter, the BH officer will provide the person(s) with a notice of current state law prohibiting that practice, advising that they must immediately cease and desist overnight camping/sleeping on/in that municipal public property and providing information on resources to assist them (**See SAMPLE Notice, Attachment A**). This notice should be provided with every encounter and the provision of the notice documented.
2. If at the time of a police officer's arrival at a location reported to be used for unauthorized camping/sleeping overnight, or a location known to a police officer to be regularly used for that purpose, and no one is present but the police officer observes physical evidence of overnight camping or sleeping on municipal public property (e.g. erection of a tent or other temporary shelter (cardboard boxes); presence of bedding or pillows; or storage of personal belongings)
  - a. A notice shall be posted in a clearly visible location by the police officer, PPOC or MPOC or its designee at each camping/sleeping site (**see SAMPLE Notice, Attachment B**)
  - b. A photo of the posting will be taken by the police officer, PPOC or MPOC and attached included/attached with the police report and the MDHT's reporting tools.
  - c.

## VIII. Follow up

Following the BH officer's contact/engagement resulting from a report received about a person(s) observed camping or sleeping overnight on municipal public property, and providing a notice (or posting a notice if no one present), the police officer, PPOC or MPOC will;

- A.** Coordinate follow up services for the persons observed engaging in unauthorized overnight camping or sleeping.
1. Request that municipal outreach or the MDHT's contracted outreach providers who assist with housing placement for homeless persons, identify and/or assist with housing alternatives, and prioritize assistance for those requiring immediate intervention (as per Section V.C.)
  2. If the municipal outreach staff or the MDHT's contracted outreach provider's best efforts to assist with housing placement are not successful, the municipal outreach staff or the MDHT's contracted outreach provider will enter the information into the MDHT's Homeless Reporting Tool. The information will be documented on the associated police report.
  3. If the report, either a formal complaint or an informal request or notification, was initially received through the MDHT's Homeless Reporting Tool from the police officer, PPOC or MPOC, the municipal police officer, PPOC or MPOC will update information in the MDHT's Homeless Reporting Tool, as appropriate (e.g. additional contacts, disposition of contact/engagement) and be available to assist the MDHT's outreach provider(s) as necessary to assist the unauthorized persons camping/sleeping overnight on municipal property.
- B.** For formal complaints, the MPOC or PPOC will coordinate follow-up visits by police or other appropriate municipal staff at least two (2) additional times during the five (5) business days immediately following the initial response to a report. Those additional visits will be documented on an incident report and in the MDHT's Homeless Reporting Tool.
1. The MPOC and/or PPOC will coordinate with appropriate municipal departments for assistance with securing the public overnight camping/sleeping area once the unauthorized persons leave the site (e.g. sanitation, compliance, etc.).
  2. All efforts should be made to temporarily store (e.g. for 10 business days) personal items of value (phone, etc.) or official documents left behind at an overnight camping/sleeping area where a notice of unauthorized use was provided to person(s) using that overnight camping/sleeping area for at least five (5) business days. In the event that any personal belongings were left behind and taken by BH officers for storage, notices will be posted at the vacated area in a visible manner near/at where they were the overnight camping/sleeping occurred, advising where the personal belongings will be temporarily stored, for how long, and who to contact. Photos of the notice after posting should be taken. The Temporary Storage Notice shall be prepared by the responsible party (e.g. the MPOC, the PPOC, a police officer or another municipal department/employee). The municipality shall also determine the place and manner in which the personal property will be stored and who the responsible municipal department will be that will handle the collection, transport, and storage of

the personal property after the notice has been posted and the personal property removed for storage. **(See SAMPLE Temporary Storage Notice, Attachment C).**

- C. For informal requests or notifications, the designated municipal outreach staff or the MDHT's contracted outreach team will add the client to their ongoing case load and further engage and reengage the individual(s) to facilitate next steps, in partnership with the MPOC, PPOC and or municipal police. Updates on engagements and disposition of engagements will be documented on supplement reports to the original police report an entered into the MDHT's Homeless Reporting Tool by the designated municipal police officer.

Rev. 11 13 2024

DRAFT

CASE NUMBER: \_\_\_\_\_

Date of Notice

Location:

Officer/ID#


**BAL HARBOUR POLICE DEPARTMENT  
NOTICE - Aviso - Avi**

**Beginning October 1, 2024, camping or sleeping outside overnight on public property is AGAINST FLORIDA LAW (F.S. 166.0453/F.S. 125.0231). This means you cannot sleep outside, on a sidewalk, on a swale, under a bridge or overpass, or in or around a public building.**

**YOU ARE HEREBY GIVEN NOTICE THAT YOU CANNOT CAMP OR SLEEP OVERNIGHT ON THIS PUBLIC PROPERTY and must remove all personal items from this location no later than five (5) business days from the date of this notice.**

*A partir del **1 de octubre de 2024**, acampar o pasar la noche **en propiedad pública es CONTRA LA LEY** en el estado de la Florida (F.S.166.0453/F.S. 125.0231). Esto significa que usted **no puede dormir al aire libre** en una tienda de campaña u otro refugio temporal o en/sobre un saco de dormir u otra cama en una acera, debajo de un puente o hacinado, **o alrededor o dentro de un edificio público.***

**SE LE NOTIFICA QUE NO PUEDE ACAMPAR NI DORMIR DURANTE LA NOCHE EN ESTA PROPIEDAD PÚBLICA** y debe retirar todos artículos personales a más tardar cinco (5) días hábiles a partir de la fecha de este aviso

**Apati 1ye oktòb 2024**, kan oswa dòmi deyò lannwit lan **sou pwopriyete piblik** la kont Lwa Florid (F.S. 166.0453/F.S. 125.0231). Sa vle di ou pa ka dòmi deyò nan yon tant oswa yon lòtabri tanporè oswa nan / sou yon sache dòmi oswa lòt kabann sou yon twotwa, anba yon pon oswa twòp, oswa nan oswa nan yon bilding piblik.

**OU SE AVI KE OU PA KA KAN OSWA DÒMI LANNWIT LANNWIT LAN SOU PWOPRIYETE PIBLIK SA** a epi yo dwe retire tout atik pèsònèl nan kote sa a pa pita pase senk jou ouvrab apati dat avi sa a.

**Please call the Homeless Helpline for information on housing options available to assist you in complying with the new state law.**

*Llame a la línea de ayuda para para obtener información sobre las opciones de vivienda disponibles para ayudarlo a cumplir con la nueva ley estatal.*

*Tanpri rele Liy Èd Sanzabri a pou enfòmasyon sou opsyon lojman yo availbale pou ede ou nan konfòme ou avèk nouvo lwa eta a.*

**HOMELESS HELPLINE 1-877-994-4357**

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CASE #: \_\_\_\_\_

OFFICER \_\_\_\_\_

Badge #: \_\_\_\_\_

**BAL HARBOUR POLICE DEPARTMENT**  
**IMPORTANT NOTICE – PLEASE READ IMMEDIATELY**  
**ANUNCIO IMPORTANTE – LEER INMEDIATAMENTE**

Beginning October 1, 2024, camping or sleeping outside overnight on public property is **AGAINST FLORIDA LAW (F.S. 166.0453/F.S. 125.0231)**. This means that you cannot sleep outside on a sidewalk, on a swale, under a bridge or overpass, or in or around a public building. *Be advised that you can no longer camp or sleep overnight at this location.* **ALL PERSONAL ITEMS MUST BE REMOVED FROM THIS LOCATION NO LATER THAN FIVE (5) BUSINESS DAYS FROM THE DATE OF THIS NOTICE or (date) \_\_\_\_\_ . ANY ITEM NOT REMOVED WILL BE CONSIDERED ABANDONED PROPERTY.**

*A partir del 1 de octubre de 2024, acampar o pasar la noche en propiedad pública es contra la Ley en el estado de la Florida (F.S.166.0453/F.S. 125.0231). Esto significa que no puede dormir al aire libre en una tienda de campaña u otro refugio temporal o en/sobre un saco de dormir u otra cama en una acera, debajo de un puente o hacinado, o alrededor o dentro de un edificio público.*

**TODOS ARTÍCULOS PERSONALES DEBEN RETIRARSE DE ESTA UBICACIÓN A MÁS TARDAR CINCO DÍAS HÁBILES A PARTIR DE LA FECHA DE ESTA NOTA, o (fecha) \_\_\_\_\_ . CUALQUIER ARTÍCULO NO RETIRADO SERÁ CONSIDERADO PROPIEDAD ABANDONADA.**

*Apati 1ye oktòb 2024, kan oswa dòmi deyò lannwit lan sou pwopriyete piblik la kont Lwa Florid (F.S. 166.0453/F.S. 125.0231). Sa vle di ou pa ka dòmi deyò nan yon tant oswa yon lòt abri tanporè oswa nan / sou yon sache dòmi oswa lòt kabann sou yon twotwa, anba yon pon oswa twòp, oswa nan oswa nan yon bilding piblik.* **TOUT ATIK PÈSONÈL YO DWE RETIRE NAN KOTE SA A PA PITA PASE SENK JOU OUVRAB APATI DAT NOTI SA A o (dat) \_\_\_\_\_ . NENPÒT ATIK PA RETIRE WOUJ YO DWE KONSIDERE KÒM PWOPRIYETE ABANDONE**

Please call the **Homeless Helpline** for information on housing options available to assist you in complying with the new state law.

*Llame a la línea de ayuda para para obtener información sobre las opciones de vivienda disponibles para ayudarlo a cumplir con la nueva ley estatal.*

*Tanpri rele Liy Èd Sanzabri a pou enfòmasyon sou opsyon lojman yo availbale pou ede ou nan konfòme ou avèk nouvo lwa eta a.*

**HOMELESS HELPLINE 1-  
877-994-4357**

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CASE #: \_\_\_\_\_

OFFICER \_\_\_\_\_

Badge #: \_\_\_\_\_

**BAL HARBOUR POLICE DEPARTMENT**  
**IMPORTANT NOTICE**  
*ANUNCIO IMPORTANTE - AVI ENPÒTAN*

**Beginning October 1, 2024, camping or sleeping overnight on public property is AGAINST FLORIDA LAW (F.S. 166.0453/F.S. 125.0231). Sleeping outside in, or outside of, a tent or other temporary shelter, or in/on a sleeping bag or other bedding or without such bedding, on a sidewalk, on a swale, under a bridge or overpass, or on any public property or public right-of-way, is NOT permitted .** As a result, on \_\_\_\_\_ this camping/sleeping area was closed and cleaned. Some personal items left behind may have been placed **temporarily** in storage. If you are looking for personal items you may have left behind, *please call* the Bal Harbour Police Department at (305)-866-5000. Personal items left behind will **only be stored for ten business (10) days from the date of this notice** or until \_\_\_\_\_.

***A partir del 1 de octubre de 2024, acampar o pasar la noche en propiedad pública va en contra de la LEY DE FLORIDA (F.S.166.0453/F.S. 125.0231). No se permite dormir al aire libre en una tienda de campaña u otro refugio temporal, o en/sobre un saco de dormir u otra cama, en una acera, en un puente o tela, debajo de un puente o en un edificio público.*** Como resultado, en \_\_\_\_\_ este campamento/área de dormir fue cerrada y limpiada. Algunos artículos personales que quedaron atrás se almacenaron temporalmente. Si está buscando artículos personales dejado atrás, llame al 305-866-5000. Los artículos personales que se dejaron atrás solo se almacenarán durante diez (10) días o hasta \_\_\_\_\_.

*Apati 1ye oktòb 2024, kan oswa dòmi deyò lannwit lan sou pwopriyete piblik se kont LWA FLORIDA (F.S. 166.0453/F.S. 125.0231). Dòmi deyò nan yon tant oswa lòt abri tanporè, oswa nan / sou yon sache dòmi oswa lòt kabann, sou yon twotwa, sou yon pon oswa twal, anba yon pon oswa twòp, oswa nan oswa nan yon bilding piblik, pa pèmèt. Kòm yon rezilta, sou \_\_\_\_\_ kan sa a / dòmi zòn te fèmen ak netwaye. Gen kèk atik pèsonèl ki te rete deyè yo te mete yo tanporèman nan depo. Si ou ap chèche pou atik pèsonèl ou ka kite deyè, tanpri rele (305) 866-5000. Atik pèrsonal kite deyè yo pral sèlman estoke pou dis (10) jou oswa jiskaske \_\_\_\_\_.*

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION APPROVING AN AGREEMENT WITH METRO EXPRESS, LLC. FOR THE PROVISION OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPING OF VILLAGE STREETS AND PARKING LOTS, AT PRICING SPECIFIED IN THE CITY OF MIAMI BEACH INVITATION TO BID (ITB) NO. 2023-422-ND FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION FOR ONE EXTENSION FOR TWO YEARS AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS.

### Issue:

Should the Village Council approve the agreement with Metro Express, to provide the envisioned at a cost not to exceed annual budget allocations?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:


The Council approved 2020 agreement with Metro Express LLC. (Metro), expired at the end of November 2024. The remaining UIIP Phases 3(C partial), 5(A B C), and 6(A B), work related to the pending drainage improvements excluding pump station, conveyance pipe work is planned to be performed under a new agreement. Metro has confirmed that they will extend the same pricing as their current agreement with the City of Miami Beach (CMB), pursuant to Invitation to Bid (ITB) No. 2023-422-ND. The CMB bid prices will be incorporated into a new agreement between Bal Harbour Village and Metro Express, LLC.

**THE ADMINISTRATION RECOMMENDS THE 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

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH METRO EXPRESS, LLC. FOR THE PROVISION OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPING OF VILLAGE STREETS AND PARKING LOTS, AT PRICING SPECIFIED IN THE CITY OF MIAMI BEACH INVITATION TO BID (ITB) NO. 2023-422-ND FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION FOR ONE EXTENSION FOR TWO YEARS AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

On November 17, 2020, the Village Council adopted Resolution No. 2020-1343 approving the agreement between the Village and Metro Express LLC. (Metro), for the provision of concrete/sidewalk construction, milling and resurfacing of asphalt concrete and striping of streets and parking lots. This agreement was developed to retain a vendor to provide services as part of the ongoing Utility Infrastructure Improvements Project (UIIP), work related to curbing/gutter replacement and road restoration activities. The pricing for this agreement was obtained from an existing City of Miami Beach (CMB), public solicitation that Metro Express extended to the Village resulting in a new Village specific agreement, using the CMB pricing.

From 2021 through 2023, Metro performed curb and gutter replacement and milling/paving at the UIIP Phase 3A, 3B and partial 3C locations, with \$715,085 spent to date for these services.

The Village agreement with Metro expired on November 22, 2024, requiring a new agreement. The remaining UIIP Phases 3(C partial), 5(A B C), and 6(A B), work related to the pending drainage improvements excluding pump station, conveyance pipe work to be performed under a new agreement includes the following.

- Removal / replacement for curb & gutters.
- Driveway pavers adjustments.



- Milling and paving.
- Sanitary sewer and stormwater manholes adjustment.
- Road marking at stop sign bars markings.

## **ANALYSIS**

Prior to the expiration of the Metro agreement, staff researched to obtain an existing publicly solicited agreement which establishes pricing. This approach was used to allow the Village to receive the economy of scale benefits that larger municipalities experience that are not available for the significantly smaller Village project bidding actions.

The only existing agreement for the envisioned services was identified between the City of Miami Beach and Metro Express, LLC., pursuant to the City of Miami Beach (CMB) Invitation to Bid (ITB) No. 2023-422-ND. This agreement provides activities such as concrete/sidewalk construction, milling and resurfacing asphalt concrete and striping of streets and parking lots.

We received the requested confirmation from Metro, that they would extend the same pricing identified in the new agreement with CMB for these services to the Village with the intent that these prices be incorporated into a new agreement between the Village and Metro. The new agreement provides line-item pricing for several types of concrete construction including sidewalks, curb and gutter, cast in place pedestrian ADA ramps and various utility valve boxes. Additionally, roadway milling and paving at prescribed pricing is also obtained with the approval of this agreement.

If approved, it is anticipated that expenditures for the stormwater improvement services to be provided by Metro within the UIIP Phases, 5(A) and 6(A B) during the 24/25 fiscal year will total approximately one (1) million dollars (\$1,000,000). These expenditures are funded as a component of the Council approved FY 24/25 Village Capital Plan.

This type of procurement activity as defined by the NIGP, Institute of Public Procurement, (NIGP), is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. Generally, the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would otherwise not receive if they competed on their own.

Additionally, NIGP, considers it a "best practice" to consider the use of cooperative contracts after proper due diligences is performed, in order for Government entities to save time and money, obtain higher quality products and services, and standardize products and services by using cooperative contracts.

Term:

The initial term of the new agreement is three (3) years from the date of the completed execution by all party's and a one additional two (2), year extension at the Village's sole discretion.

Price Adjustments:

This agreement will provide line-item costs, which are essentially established in the 2023 CMB bid, until December 2025. On or about the anniversary of each contract year, the contractor may request, and the Village manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The Village through its the manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through The *Bal Harbour Experience*. The completion of the work required to complete the restoration of the Village storm water system curbing and gutters along with restorative paving activities, within all of the UIIP phases, links directly to the goal of Modernized Public Facilities and Infrastructure. Also, the repair and replacement of Village storm water system curbing and gutters ensures Village compliance with National Pollution Discharge Standards (NPDS) and safeguards roadway pollutants from entering Biscayne Bay which aligns to the goal of Resiliency and Sustainable Community.

CONCLUSION

The 2020 Council approved agreement with Metro expired at the end of November 2024, requiring a new agreement. The remaining UIIP Phases 3(C partial), 5(A B C),and 6(A B), work related to the pending drainage improvements excluding pump station, conveyance pipe work is planned to be performed under a new agreement.

Metro has confirmed that they will extend the same pricing as their current agreement with the City of Miami Beach (CMB) pursuant to Invitation to Bid (ITB) No. 2023-422-ND. This agreement provides activities such as concrete/sidewalk construction, milling and resurfacing asphalt concrete and striping of streets and parking lots. The CMB bid prices will be incorporated into a new agreement between Bal Harbour Village and Metro Express, Inc.

With the Council's approval of this Resolution, the envisioned storm water curb and gutter improvements with paving, are advanced within the UIIP Phase 5(A) and 6(A B) locations

with minimal delay. Additionally, this agreement secures pricing for curbing and roadway restoration activities which can be applied to the remaining UIIP Project Phases and other applicable locations Village wide.

I have reviewed Proposed Agreement with Metro Express, LLC., and the related documents. Based on my review, I am seeking Council approval of this Resolution which authorizes me to execute an Agreement with Metro Express, LLC., for the specified concrete construction and paving services, as detailed within the agreement, at a cost not to exceed annual budgetary allocations.

Attachments:

1. Agreement with Metro Express LLC., Specified Concrete Construction and Paving Services

RESOLUTION NO. 2024-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH METRO EXPRESS, LLC. FOR THE PROVISION OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPPING OF VILLAGE STREETS AND PARKING LOTS, AT PRICING SPECIFIED IN THE CITY OF MIAMI BEACH INVITATION TO BID (ITB) NO. 2023-422-ND FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION FOR ONE EXTENSION FOR TWO YEARS AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 17, 2020, the Village Council adopted Resolution No. 2020-1343 approving the agreement between the Village and Metro Express, LLC., for the provision of concrete/sidewalk construction, milling and resurfacing of asphalt concrete and striping of streets and parking lots; and

**WHEREAS**, the Village agreement with Metro Express, LLC., expired on November 22, 2024, requiring a new agreement; and

**WHEREAS**, in order to obtain pricing, research was conducted to identify previously competitively bid agreements in place with federal and state agencies and municipal governments that the Village could utilize to procure the needed services; and

**WHEREAS**, Fla. Stat. 255.20(1)(c)5 permits the use of previously competitively bid agreements to maintain or repair existing public facilities; and

**WHEREAS**, an existing agreement was identified between the City of Miami Beach and Metro Express LLC., pursuant to City of Miami Beach (CMB) Invitation to Bid (ITB) No. 2023-422-ND for this work; and

**WHEREAS**, Metro Express, LLC., has affirmed the same pricing identified in the agreement with CMB will be offered to the Village; and

**WHEREAS**, the new agreement provides a three year initial term and one two- year extension, subject to the Village Manager's approval; and

**WHEREAS**, on or about the anniversary of each contract year, the contractor may request, and the Village Manager is authorized to approve, a cost adjustment based on

documented cost increases for the following contract year, limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence supporting a price increase; and

**WHEREAS**, this Council has determined that it is in the best interest of the Village to enter into an agreement with Metro Express, LLC for the construction of concrete construction sidewalks, curb and gutter, roadway milling and repaving in the amount not to exceed annual budget allocations for these services.

**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. Agreement Approved.** That the agreement with Metro Express, LLC for the construction of concrete construction sidewalks, curb and gutter, roadway milling and repaving in the amount not to exceed annual budget allocations for these services, in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

**Section 3. Expenditure Approved for Services.** That the expenditure of identified budgeted funds for the specified concrete and roadway restoration services in the amount not to exceed annual budgetary allocations for this work 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 17<sup>th</sup> day of December, 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.

## 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 Metro Express LLC., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village agreement with Metro Express, LLC., expired on November 22, 2024, requiring a new agreement; and

**WHEREAS**, Fla. Stat. 255.20(1)(c)5 permits the use of previously competitively bid agreements to maintain or repair existing public facilities; and

**WHEREAS**, an existing agreement was identified between the City of Miami Beach and Metro Express LLC., pursuant to City of Miami Beach (CMB) Invitation to Bid (ITB) No. 2023-422-ND; and

**WHEREAS**, Metro Express, LLC., has affirmed that they would extend the same pricing identified in the agreement with CMB and enter into a new agreement with the Village; and

**WHEREAS**, this Council has determined that it is in the best interest of the Village to enter into an agreement with Metro Express, LLC for the construction of concrete construction sidewalks, curb and gutter, roadway milling and repaving in the amount not to exceed annual budget allocations for 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 "C" attached hereto.

## **II. TERM.**

This Agreement shall commence on the Notice to Proceed (NTP), issuance date and shall continue for three (3) years, with one subsequent optional two (2) year renewal period as approved by the Village Manager, unless otherwise terminated with or without cause, by the Village in accordance with the provisions 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 "B", 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. On or about the anniversary of each contract year, the contractor may request, and the Village manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase.

#### **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 action that it deems to be in its best interest in order to enforce the Village’s rights and remedies against the Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorney 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 96<sup>th</sup> 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 Metro Express LLC., (“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 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, or 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 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Copies To:       Dwight S. Danie, Village Clerk  
Bal Harbour Village  
655 96<sup>th</sup> 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:   Metro Express, Inc.  
9390 NW 109<sup>th</sup> Street  
Medley, FL  
33178

**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.

**IXX 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](mailto: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.

**XII Noncoercive Conduct for Labor or Services**

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

**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:  
Metro Express LLC.  
93903 NW 109 Avenue  
Medley, FL 33178

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

By: \_\_\_\_\_

Ernesto Feliciano  
CEO

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

### SCOPE OF SERVICES:

#### 1.1 Scope of Work for Concrete Curbing/Sidewalk Construction

The applicable portions of the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 2018 Edition, and its supplements, as amended, shall establish the minimum standard for all work performed and shall be further supplemented and amended by the General Specifications and Special Provisions contained herein.

Wheelchair curb ramps shall be constructed to be in full compliance with all Americans with Disabilities Act Accessibility Guidelines standards and Florida Accessibility Code standards, as well as any other required and relevant standards.

#### 1.2 Technical Specification

The Contractor shall provide all supervision, labor, materials (including forming), maintenance of traffic and equipment required to complete the work, at a site or sites designated by the Village. All work shall be completed in accordance with the specifications contained herein unless stated otherwise.

##### 1.2.1 Concrete Sidewalk (4" thick) outside of driveways.

##### 1.2.2 Concrete Sidewalk or Driveway (6" thick) : with WWF 6" x 6" x 10 10G through driveways.

##### 1.2.3 Removal and replacement of existing curb and gutter and or sidewalks. These items include removal of existing concrete and disposal of materials to legal sites provided by the Contractor .

##### 1.2.4 Concrete curb and gutter/valley gutters shall be installed using #5 reinforcing steel rods and compacted lime rock base.

##### 1.2.5 Construction of pedestrian ramps shall be in accordance with the FDOT Detail. It shall include the cost of removal of existing sidewalk and the preparation of the base as described herein.

##### 1.2.6 Extra Strength Concrete (4,000 psi): All cement concrete mix items shall be FOOT approved Portland Cement Concrete Type I having a minimum 28-day compressive strength of 3,000 psi, unless 4,000 psi Portland Cement Concrete is. specified. This item has been established to compensate the bidder for the difference in cost of utilizing this higher strength concrete.

When 4,000 psi concrete is specified, the Contractor shall be paid the Contract unit price bid for sidewalk or curb and gutter, as appropriate, and shall also be paid the contract unit price bid for 4,000 psi concrete. The quantity to be paid for shall be the actual volume, in cubic yards, of 4,000 psi concrete in place and accepted.

- 1.2.7 All concrete to be furnished must meet the South Florida Building Code requirements.
- 1.2.8 Partially hardened or re-tempered concrete shall not be acceptable.
- 1.2.9 Layout and elevations will be provided by a Licensed Surveyor contracted by the Village.
- 1.2.10 Concrete Pavers: Install or remove and replace existing concrete pavers in roadways or pedestrian walkways. This may include compacted subgrade, concrete cast in place edge restraints 6" 3,000 psi concrete slab, and a minimum of 1 ½" sand leveling course.
- 1.2.11 Utility Boxes: Removal and installation of utility boxes. All materials, including utility boxes shall be supplied by the Contractor. Installation will include removal of dirt to expose meter and 4" thick pea rock base underneath meter. Install Village provided utility box in 6" concrete collar. Utility boxes should be supported at the base by brick or other method. Contractor must use the same utility boxes that are used by the Village. Brand and part numbers are provided below:
- 1" Meter box flared wall, CDR P/N WB00-1118-12 or equal Solid cover to read "water", CDR P/N WC00-1118-02 or equal
  - 1.5" Meter box flared wall, CDR P/N WB00-1324-12 or equal Solid cover to read "water", CDR P/N WC02-1324-02 or equal
  - 2" Meter box flared wall, CDR P/N WB00-1730-12 or equal Solid cover to read "water", CDR P/N WC00 -1730-02 or equal
  - 3" Meter box flared wall, CDR P/N WB02-2436-18 or equal Solid cover to read "water", CDR P/N WC02-2436-03 or equal
  - Clean out sewer box traffic rated, CDR P/N WB04-1015-H20 or equal Solid cover to read "sewer" bolt down, CDR P/N WC04-1015-02-45LPS or equal Electrical boxes will have covers that read "electrical"
- 1.2.11 Fabricate and install hand rails according to ADA specifications. Hand rails will be typically made of 2" in diameter aluminum, core drilled, and grouted at the edge of sidewalk/ramp.
- 1.2.12 Restoration and dressing of all replaced surfaces shall be accomplished by removal of all forms of broken concrete, rock and other debris and backfilling all abutting areas to the new concrete with proper soil and sod.
- 1.2.13 All areas of removal are to be done in a careful manner so as not to cause damage to abutting concrete surface. Saw cutting may be needed to prevent additional damage. A water source must be utilized when saw-cutting concrete or asphalt. Contractor has to protect monuments, survey pipes metal castings, etc. encountered in the replacement or new work area, and shall make any necessary adjustments of these items so as to conform to the finish grade of his work.

Contractor shall be responsible for restoring sidewalk anchors, flags, etc., which may be encountered, such as hurricane shutter fasteners in commercial areas.

Cold joint or a solid plate will be required for every 40 L.F. of work. Expansion material may be called for as directed by the Village Project Manager. All areas removed by the Contractor are to be replaced and restored within two days of removal and shall be properly barricaded by the Contractor in the interim time.

- 1.2.14 Pavement Restoration Abutting Restored Areas: Asphalt will be saw-cut as directed by the Superintendent or authorized representative. All cuts will be parallel to the curb line and will utilize a water source. Areas void of lime rock will be filled with lime rock and compacted to required density as directed by the Superintendent. A minimum 2" hot mix asphalt (as directed by the Village) is to be used to complete restoration and will be compacted by use of roller or vibratory plate. Finished surface to be free of ridges or valleys and imperfections that may cause the surface to hold water or create a tripping hazard. All work is to be inspected and accepted by the Village representative prior to payment.

Upon receipt of a Work Order, the Contractor shall commence work upon the site(s) within seven (7) calendar days, and continue such work in an expeditious manner to a conclusion acceptable to the Village Project Manager.

### 1.3 Control of the Work

- 1.3.1 Inspectors: Inspectors employed by the Village shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. An inspector may be stationed at the worksite to report to the inspector as to the progress of the Work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor any such failure or other infringements. Such inspection, however, shall not relieve the Contractor from any obligation to perform all the Work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and the inspector as to material furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Inspector. The inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, approve or accept any portion of work, nor issue instructions contrary to the Plans and Specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Village Project Manager in any way, nor releasing the Contractor from fulfillment of the terms of the Contract. Ordinarily one inspector will be employed by the Village for each section of the Work under Contract; but if, on account of any apparent

disregard of these Specifications, additional inspectors shall be required, they will be employed by the Village at the rate of \$150.00 per diem each, and the cost of same charged to the Contractor and deducted from the final payment.

- 1.3.2 Inspection: The Contractor shall provide the Village Project Manager with for the information to ascertain whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract.

If the Village Project Manager requests it, the Contractor shall at any time before final acceptance of the Work remove or uncover such portions of the finished Work as may be directed. After examination the Contractor shall restore said portions of the Work to the standard required by the Specifications.

Should the Work thus exposed or examined prove acceptable , the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable , the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision or inspection by the Village Project Manager or his representative. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the Village to final acceptance.

- 1.3.3 Failure to Remove and Renew Defective Materials and Work: Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these Specifications within the time indicated in writing, .the Village Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be removed and renewed, or such repairs as may be necessary, to be made at the Contractor's expense. Any expense incurred by the Village in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due to the Contractor or may be charged against the "Contract Bond" deposited; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully , and in an acceptable manner shall be sufficient cause for the Village, at its option, to purchase materials, tools, and equipment and employ labor or contract with any other individual, firm , or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due or which may become due, or shall be charged against the "Contract Bond" deposited. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

- 1.3.4 Final Inspection: Whenever the Work provided and contemplated by the Contractor shall have been satisfactorily completed and the final cleaning up performed, the Village Project Manager shall within ten (10) days, unless otherwise

provided, make the final inspection.

#### 1.4 Control of Material

1.4.1 Source of Supply and Quality of Materials: At the option of the Village Project Manager the source of supply for each of the materials shall be approved by the Village Project Manager before the delivery is started. Representative preliminary samples of the character and quality described shall be submitted by the Contractor or producer for examination and tested in accordance with the methods referred to under Samples and Tests, Section 1.4.2, below. Only materials conforming to the requirements of these Specifications and approved by the Village Project Manager shall be used in the Work. All materials proposed to be used may be inspected or tested at any time during their preparation and use.

If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which after approval has in any way become unfit for use shall be used in the Work.

1.4.2 Samples and Tests: For the purpose of assisting his judgment, the Village Project Manager may require any or all materials to be subject to test by means of samples or otherwise, as he may determine. The Contractor shall afford such facilities as the Village Project Manager may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found in accordance with the requirements of the Specifications and are acceptable. The Contractor in all cases shall furnish and deliver the required samples without charge. Samples shall be furnished sufficiently in advance so that the results of the required tests may be secured prior to the incorporation of the material in the Work.

The manner of collecting and testing samples, as well as all apparatus and equipment used for this purpose, shall conform to the A.S.T.M. Current Standards or Tentative Standards, as the case may be, insofar as these are applicable- unless specifically stated otherwise.

1.4.3 Storage of Materials: Materials shall be stored so as to ensure their preservation and quality and fitness for the Work, and shall be so located as to facilitate prompt inspection. Materials improperly stored may be rejected without testing.

1.4.4 Defective Materials: All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Village Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply with any order from the Village Project Manager made under the provisions of this article, the Village Project Manager shall have authority to remove and replace

defective material and to deduct the cost of removal and replacement from any monies due or which may become due to the Contractor.

- 1.4.5 A concrete wash-out container must be utilized for any job utilizing a concrete truck.
- 1.4.6 The work area shall be cleaned and swept with a broom at the end of the workday.
- 1.5 Legal Relations and Responsibility to the Public
  - 1.5.1 Permits, Licenses, & Occupational Licenses: The Contractor shall procure all permits and licenses as required. There will be no charge for the construction permits issued by Bal Harbour Village. The Contractor shall also give all notices necessary and incident to the due and lawful prosecution of the Work.
  - 1.5.2 Right of Way: In cases where the Work is done on private property, the Village guarantees the Contractor the right-of-way for the construction of the work, but the Contractor must take all precautions not to inconvenience the tenant or property owner any more than necessary. The right is reserved to omit any sections of the Work which depend upon a right-of-way grant in case such right-of-way is denied by the Village.

The Contractor shall have no claims for damage due to delay by the Village in furnishing necessary right-of-way, but should any such delay occur the Contractor shall be entitled to such extension of time for the completion of his Contract as may be determined by the Village to be reasonable.

In case of damage to the Work on account of work so done, the Village Project Manager may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Village Project Manager shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

- 1.5.3 Sanitary Provisions: Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of State and County Boards of Health. He shall commit no public nuisance.
- 1.5.4 Public Convenience and Safety: Contractor shall conduct the Work so as to ensure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the Work in a manner satisfactory to the Village Project Manager. Materials and equipment stored at the worksite shall be done so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.
- 1.5.5 Closing Streets: Streets shall not be closed except when and where directed by the

Village Project Manager. Whenever the street is not closed, the Work must be conducted so that there shall at all times be a safe passageway for traffic.

Whenever it is necessary to divert traffic from any part of the Work, the Contractor shall provide and maintain a passable driveway as directed by the Village Project Manager.

Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Village Project Manager's office and the Fire Department shall immediately be notified by telephone or otherwise upon the closing and/or opening of each street or section thereof.

- 1.5.6 Barricades, Warnings, and Detour Signs: The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the Work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protection about the Work; provide all watchmen by day or night and take all other precautions that may be necessary; shall maintain proper guards and lights for the prevention of accidents upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the Work and public convenience and safety.

Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the Work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

#### 1.5.7 Maintenance of Traffic

- 1.5.7.1 Work shall be conducted in such a manner that all streets shall be open to traffic at night. Approved and sufficient barricades, signs and lighting shall be maintained at all times for the safety of the public and traffic, and to ensure that no traffic will pass over the placed material until the material is cured.

- 1.5.7.2 Work areas must be barricaded by the Contractor 24 hours prior to commencement of the work.

- 1.5.7.3 It will be the responsibility of the Contractor to provide all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be responsible for providing an off-duty police officer, if necessary, to complete the job.

- 1.5.7.4 The cost of law enforcement officers will be provided as a pass-through cost only.

- 1.5.8 Fire Hydrants, Gutters, Etc.: Fire hydrants on or adjacent to the Work shall be kept

accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

- 1.5.9 Preservation of Property: The Contractor shall preserve from danger all property along the line of Work, the removal or destruction of which is not called for by the Plans. This applies to public utilities, trees, lawns, buildings, fences, bridges, pavements, and other structures, monuments, pipe, underground structures, etc., and wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor and at his own expense.

The Contractor shall give due notice to any department or public service agency controlling manholes, valve jackets, meter boxes, street monuments, etc., prior to adjusting them to grade, and shall be held strictly liable to the Village if any such appliances are covered up during the construction of the Work.

In such case of failure on the part of the Contractor to restore any such property, or make good any damage or injury thereto, the Village Project Manager may, upon forty-eight hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract. Nothing in this cause shall prevent the Contractor from receiving proper compensation for the removal or replacement of any public or private property when same is made necessary by alteration of grade or alignment, and such work is authorized by the Village Project Manager, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

- 1.5.10 Responsibility for Damage: The Contractor shall indemnify and hold harmless the Village, agents, and employees from all suits, actions, or claims of any character, name, and description brought for, or on account of, any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor, or by, or in consequence of, any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the improvement, or by, or on account of any act of omission, neglect, or misconduct of the said Contractor, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law" or any other laws, by-laws, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Village Project Manager may be retained for the use of the Village, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Village Project Manager.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract and his bonds will not be released by final acceptance and



payment by the Village unless all such claims are paid or released.

1.5.11 Contractor Responsibility for Work: Until acceptance of the Work by the Department it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause whatsoever arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance except such ordinary wear and tear as may be due to use on sections opened for service, as hereinafter provided.

1.5.12 Opening of Section of Work for Service: Whenever, in the opinion of the Village Project Manager, any portion of the Work is in acceptable condition for use it shall be opened for service may be directed and such opening shall not be held to be in any way an acceptance of the Work or any part of it or as a waiver of any provisions of these Specifications and Contract. Necessary repairs or renewals made on any section of the Work due to its being opened for use under instructions from the Village Project Manager, to defective materials or work, or to natural causes other than ordinary wear and tear, pending completion and acceptance of the Work, shall be performed at the expense of the Contractor.

1.5.13 No Waiver of Legal Rights: The Village reserves the right, should an error be discovered in the partial or final estimates, or should conclusive proofs of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the work and materials .

1.5.14 Liabilities and Duties of Contractor Not Limited: The mention of any specific duty or liability upon the Contractor in any part of the Specifications shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by the Specifications, said reference to any specific duty or liability being for purposes of explanation only. No waiver of any breach of the Contract shall constitute a waiver of any subsequent breach of any part thereof, nor of the Contract.

## 1.6 Prosecution and Progress

1.6.1 Subletting or Assigning Contracts: The Contractor will not be permitted to sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein to any individual, firm, or corporation without the written consent of the Village. In case such approval is given, the Contractor must file with the Village Project Manager copies of all sub-contracts. No sub-contracts or transfer of Contract shall in any case release the Contractor of his liability under this Contract and Bond.

1.6.2 Progress of Work: It is understood and agreed that the Contractor shall commence work no later than the time limit for beginning as set forth in the attached Proposal, and shall provide an adequate force of labor and equipment to prosecute the Work at as many different points as may be deemed necessary by the Village Project Manager so as to insure the completion of the same within the time limit for completion as set forth in the attached Proposal or Contract, except that where the Contractor has more than one uncompleted Contract with the Village, he is not to commence another Contract nor place materials on the streets thereof without the consent of the Village Project Manager.

1.6.3 Limitations of Operations: The work is to be confined, at any one time, to an area not to exceed 1,500 feet in length; and while the work is actually going on, as much as half this length may be barricaded to entirely exclude traffic, but not over half; nor will two consecutive street intersections be allowed to be entirely closed to exclude traffic except by written consent of the Village Project Manager. Street traffic is not to be needlessly obstructed and no street is to be opened to traffic until the Village Project Manager gives his consent. The Contractor may erect or maintain along the lines of his work such tool boxes, sheds, storehouses, or other buildings as may be necessary, provided such structures do not interfere with the reasonable use of the streets or sidewalks. The size, location, and construction of these must be subject to the approval of the Village Project Manager.

The Contractor hereby agrees to arrange his work and dispose his materials so as not to interfere with the operations of other contractors engaged upon adjacent work and to join his work to that of others in a proper manner in accordance with the spirit of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be directed by the Village Project Manager.

Each Contractor shall be held responsible for any damage done by him or his agents to the work performed by another Contractor. Each Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

1.6.4 Character of Workmen and Equipment: The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Village Project Manager shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly, or insubordinate such person shall, upon notice, be discharged from the Work and shall not again be employed on it except with written consent of the Village Project Manager.

All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work, or in any trade, shall have had sufficient experience in such work to properly and satisfactorily perform it and to operate the equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in these Specifications. Otherwise the Village Project Manager may take action as above prescribed.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment, or force for the proper prosecution of the Work, the Village Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with. The equipment used on any portion of the Work shall be such that no injury to the roadway, adjacent property, or other highways will result from its use; and no item of machinery or equipment, after once being placed on the Work, shall be removed without the consent of the Village Project Manager.

- 1.6.5 Temporary Suspension of Work: The Village or Village Project Manager shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and erect temporary structures where directed. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Village Project Manager.

No allowance of any kind will be made for such suspension of work except an equivalent extension of time for completion of the Contract.

- 1.6.6 Computation of Contract Time for Completion of the Work: Contractor shall perform fully, entirely, and in accordance with these Specifications the Work contracted for within the specified time stated in the attached Proposal. In adjusting the contract time for the completion of the Work, the length of time expressed in days, during which the prosecution of the Work has been delayed in consequence of any suspension of work ordered by the Village Project Manager, or omission of the Village and not by any fault of the Contractor, shall be added to the contract time as set forth in the attached Proposal, all of which shall be determined by the Village Project Manager, and whose determination shall be binding and conclusive upon both parties to the Contract. If the satisfactory execution and completion of the Contract, shall require work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for. No allowance shall be made for delay or suspension of the prosecution of the work due to fault or negligence of the Contractor.

No claim for damages shall be made or allowed on account of delay or postponement occasioned by the precedence of other contracts which may be either let or executed before the execution of the Contract, or on account of the

streets or structures adjacent to the Work not being in the condition contemplated by the parties at the time of making the Contract, or on account of delay in the removal of obstructions; but if the Contractor shall be delayed in the performance of his work by reason of the streets or structures adjacent to the Work not being in condition contemplated, or on account of delay in the removal of obstructions, or by reason of the Work or any part thereof being suspended on account of other contracts, or for any other reason, such allowance of time will be made as the Village Project Manager shall deem reasonable.

- 1.6.7 Failure to Complete the Work on Time: The Work to be done under this Contract is to be begun on or before the date set forth in the attached Proposal, and shall be prosecuted with proper dispatch towards completion to the satisfaction of the Village Project Manager, and is to be fully completed within the time limit set forth in the attached Proposal, and it is understood and agreed that the time limit for the completion of said Work is of the essence of the Contract, and should the Contractor fail to complete the Work on or before the date specified it is agreed that for each calendar day that any work shall remain uncompleted, after the time specified in the attached Proposal, with any extension of time which may be allowed by the Village Project Manager for the completion of the Work provided for in these Plans, Specifications, Special Provisions, and Contract, the sum per day given in the following schedule shall be deducted from the monies due to the Contractor, not as a penalty but as liquidated damages and added expense for supervision on each Contract.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work or for its non-performance. Nothing in this clause shall be construed as limiting the right of the Village to declare the Contract forfeited, to take over the Work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the General Provisions, Special Provisions, and Specifications herein contained.

- 1.6.8 Annulment of Contract: If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the Village Project Manager may give notice in writing to the Contractor and his Surety of such delay, neglect, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the Village shall upon written certificate from

the Village Project Manager of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in its opinion shall seem advisable for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Village, together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due to said Contractor. In case the expense shall exceed the sum, which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Village the amount of said excess.

1.6.9 Termination of Contractor's Responsibility: This Contract will be considered complete when all Work has been completed, final inspection made, and the Work accepted by the Department as hereinafter provided. The Contractor will then be released from further obligation except as set forth in his bond.

#### 1.7 Measurement and Payment

Acceptance and Final Payment: Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been approved by the Village Project Manager according to the Contract, and all trash, debris, equipment, and other things used in the construction removed from the site of the construction and from the adjoining land, the Village Project Manager, after final inspection as provided herein, shall certify such fact to the Department in writing, recommending the acceptance of the Work.

Upon acceptance of the Work by the Department, a final estimate showing the value of the Work will be prepared by the Village Project Manager as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made being approximate only and subject to correction in the final estimate.

The amount of the Final estimate, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to the Contractor within thirty (30) days after the Final estimate has been approved by the Department, provided that the Contractor has furnished to the Village, a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the Work done under this Contract. Upon this final payment the Village is to be released from all liability whatever growing out of this Contract.

#### 1.8 Special Provisions

1.8.1 Protection to Public: The Contractor shall erect and maintain barricades and

warning signs to protect the public during the course of the work. The Contractor shall take every precaution to protect the abutting properties and minimize the possibility of damage to same. Contractor shall be liable for restoration of all property including Village property.

- 1.8.2 Permits: The Contractor shall procure all permits and licenses as required; however, there will be no charge for the construction permits issued by Bal Harbour Village.
- 1.8.3 Conflict between Special Provisions and General Provisions: In case of conflict between the requirements of Special Provisions and General Provisions, the requirements of the Special Provisions will prevail.
- 1.8.4 Limitations of Operations: No work shall be accomplished on Saturdays and Sundays. No work shall take place between the hours of 5:00 p.m. and 8:30 a.m.; however, the Contractor may take necessary precautions to protect work already accomplished. No work shall take place on the following days: New Year's Day, Christmas Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, and Rosh Hashanah. For any work that the contractor finds necessary to provide during the above days and times, the Contractor must obtain written authorization from the Village Manager or Public Works & Beautification Dept. Director, or designated Representative.

## 2.1 Scope of Work for Milling and Resurfacing of Asphalt Concrete

- 2.1.1 Reworking Lime rock Base: Rework (or rework and widen) the existing rock base, by adding new lime rock material as required. Meet the lime rock material requirements as specified by the Florida Department of Transportation (FDOT) standards. The contractor may use lime rock of either Miami Oolite or Ocala Formation but only use lime rock of one formation on any contract. Lime rock base material shall be compacted to a density of no less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.
- 2.1.2 Preparing Surface: Prior to the application of the surface course, all loose material, dust, dirt and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width of the treatment by means of revolving brooms or approved mechanical sweeper, supplemented by hand sweeping if required.
- 2.1.3 Tack Coat: Tack coat shall be Grade RS-2 in accordance with the current Specifications of the Florida Department of Transportation and shall be heated to such consistency that it can be pumped. It shall then be applied to the cleaned, patched and dry surface from an approved pressure distributor, by means of a hand hose. The tack coat shall be applied in a cobweb design in an amount sufficient to properly ensure adhesion and obviate slipping. Precaution shall be taken to prevent an excess of tack coat which might form pools.

- 2.1.4 Asphaltic Wearing Surface: The material used shall comply with the requirements

of FDOT Type III Asphalt Concrete for Road and Bridge Construction.

2.1.5 Placing Mixture: The mixture shall be laid only where the surface to be covered is dry and only when weather conditions, have been determined to be acceptable by the assigned Village Project Manager.

2.1.5.1 Upon arrival, the mixture shall be dumped into the approved mechanical spreader, and immediately spread and struck off to the full width required, and to such appropriate loose depth that when the Work is completed the weight of mixture or thickness required per square yard will be secured.

When waived by the Special Provisions, the mechanical equipment may be omitted and spreading accomplished by hand as hereinafter provided. The mixture shall be laid in strips in such a manner as to provide for passage of traffic.

2.1.5.2 Before any rolling is started, the finished surface struck by the machine shall be checked, any inequalities adjusted, and all "drippings", (i.e. fat sandy accumulations from the screed, and all fat spots from any source) shall be removed and replaced with satisfactory material.

2.1.5.3 When machine finishing is used, an excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required and straight edging and back patching shall be done after initial compression has been obtained and while the material is still hot.

2.1.5.4 When hand spreading is permitted or when, in the opinion of the Village Project Manager because of any project conditioning it becomes necessary to spread by hand, it shall then be immediately distributed into place by means of suitable shovels and other tools and spread with rakes in a uniformly loose layer of such depth as will result in a completed course of thickness required. The loose materials shall then be compacted with rollers or tamps. Hand work will be paid for at the unit price per ton as indicated in the Proposal.

2.1.5.5 Under no consideration shall mixture be laid wet, when rain is falling or when there is water on the base. The Village Project Manager will determine if the mixture is acceptable, and if the base is suitable.

2.1.5.6 No skin patching shall be done, and when a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur greater than the limits herein specified, and are not corrected while the mixture is still hot, the irregularities shall be cut out the full depth of the pavement and replaced with fresh mixture.

2.1.6 Compacting Mixture:

2.1.6.1 After spreading as specified, the mixture shall be compacted with rollers as hereinbefore specified. The rolling shall be done in the following sequence with

equipment as shown.

- 2.1.6.2 Seal rolling, using tandem steel rollers weighing 5 to 12 tons, and following as close behind to the spreader as is possible without pick-up, undue displacement or blistering of the material.
- 2.1.6.3 Rolling with self-propelled pneumatic-tired rollers, following as close behind to the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least six (6) passes. (Note: This rolling is not required for asphaltic concrete binder courses).
- 2.1.6.4 Final rolling with the 8 to 12-ton tandem steel roller to be done after the seal rolling and pneumatic-tired rolling are complete, but before the pavement temperature has dropped below 140° F. This rolling shall be continued until all roller marks and tire marks have been eliminated.
- 2.1.7 Manholes Valve Boxes: Adjust manholes and/or valve boxes by raising castings method. Final grade will be supplied by Village surveyor.
- 2.1.8 Traffic Loops: Replace 4, 6, and 8 loops, as required.
- 2.1.9 Asphaltic Concrete Patch Work:
  - 2.1.9.1 Areas to be patched will be a minimum of 100 sq. ft. and will be ready for tack coat and surface course.
  - 2.1.9.2 Saw Cutting and Patching: Areas to be patched must be saw cut and squared off as directed by Village representative (minimum of 100 sq. ft.). Asphalt to be removed down to lime rock base; base to be recompact, either by roller or vibratory tamper. Area will then be tack coated and surface course applied and compacted.
- 2.1.10 Milling of Existing Asphalt Pavement:
  - 2.1.10.1 Description: The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb prior to resurfacing, or to completely remove existing pavement.
  - 2.1.10.2 When milling to improve rideability, an average depth of cut will be specified in the Plans.
  - 2.1.10.3 Unless otherwise specified, the disposal of the milled material becomes the property of the Contractor.
- 2.1.11 Equipment:



- 2.1.11.1 The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Plans and Specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.
- 2.1.11.2 The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitude in a profile to produce the specified results.
- 2.1.11.3 Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.
- 2.1.11.4 When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.
- 2.1.11.5 The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.
- 2.1.11.6 For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Village Project Manager.
- 2.1.12 Construction:
- 2.1.12.1 When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Village Project Manager may require the use of a string line to ensure maintaining the proper alignment.
- 2.1.12.2 The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.
- 2.1.12.3 The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.
- 2.1.12.4 The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre wetting of the pavement may be required.

- 2.1.12.5 If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Village Project Manager will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.
- 2.1.12.6 Prior to opening an area which has been milled to traffic, temporary striping should be placed and the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.
- 2.1.12.7 Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.
- 2.1.12.8 In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the Work.
- 2.1.12.9 To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directed by the Village Project Manager.
- 2.1.12.10 This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Village Project Manager.
- 2.1.13 Milled Surface:
- 2.1.13.1 The milled surface shall have a reasonably uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Village's Village Project Manager determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Village's Village Project Manager, shall be corrected by the Contractor at no additional compensation.

2.1.13.2 The Village's Village Project Manager may require re-milling of any areas where a surface lamination causes a non-uniform texture to occur.

2.1.14 Basis of Payment:

2.1.14. The quantity shall be paid for at the Contract unit price for Milling Existing Asphalt Pavement.

2.1.14.2 The price and payment for Milling Existing Asphalt Pavement shall be full compensation for all work specified in this section, including hauling off and stockpiling or otherwise disposing of the milled material.

2.1.15 Legal Relations and Responsibility to the Public

2.1.15.1 Permits, Licenses, & Occupational Licenses: The Contractor shall procure all permits and licenses as required. There will be no charge for the construction permits issued by the Village of Bal Harbour. The Contractor shall also give all notices necessary and incident to the due and lawful prosecution of the Work.

2.1.15.2 Right of Way: In cases where the Work is done on private property the Village guarantees the Contractor the right-of-way for the construction of the Work, but the Contractor must take all precautions not to inconvenience the tenant or property owner any more than necessary. The right is reserved to omit any sections of the Work which depend upon a right-of-way grant in case such right-of-way is denied by the Village. The Contractor shall have no claims for damage due to delay by the Village in furnishing necessary right-of-way, but should any such delay occur the Contractor shall be entitled to such extension of time for the completion of his Contract as may be determined by the Village to be reasonable.

In case of damage to the Work on account of work so done, the Village Project Manager may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Village Project Manager shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

2.1.15.3 Restoration of Surfaces Opened by Permit: Any individual, firm, or corporation wishing to make an opening in the street must secure a permit from, and will be required to deposit security with, the Village Project Manager, in a suitable amount to cover the cost of making the necessary repairs, and the Contractor shall not allow any person or persons to make an opening unless a duly authorized permit from the Village is presented. The right is reserved to lay in the street or to repair any sewer, drain, conduit, main, or service pipe or their accessories at any time before the completion of the Work. The Contractor is to exercise such supervision thereof as will protect him against defects in the finished Work.

In case of damage to the Work on account of work so done, the Village Project Manager may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Village Project Manager shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

2.1.15.4 Sanitary Provisions: Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of State and County Boards of Health. He shall commit no public nuisance.

2.1.15.5 Public Convenience and Safety: Contractor shall conduct the Work so as to ensure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the Work in a manner satisfactory to the Village Project Manager. Materials and equipment stored at the worksite shall be done so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

2.1.15.6 Closing Streets: Streets shall not be closed except when and where directed by the Village Project Manager. Whenever the street is not closed, the Work must be conducted so that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the Work, the Contractor shall provide and maintain a passable driveway as directed by the Village Project Manager. Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Village Project Manager's office and the Fire Department shall immediately be notified by telephone or otherwise upon the closing and/or opening of each street or section thereof.

2.1.15.7 Barricades, Warnings, and Detour Signs: The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the Work and keep them burning from twilight to sunrise ; shall erect suitable barricades, railings, fences, and/or other protection about the Work; provide all watchmen by day or night and take all other precautions that may be necessary; shall maintain proper guards and lights for the prevention of accidents upon materials, supplies , and equipment, and take all other precautions that may be necessary for the proper protection of the Work and public convenience and safety.

Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the Work, so that the temporary detour route or routes shall be indicated clearly

throughout its or their entire length.

2.1.16 Maintenance of Traffic:

2.1.16.1 Work shall be conducted in such a manner that all streets shall be open to traffic at night. Approved MOT with sufficient barricades, signs and lighting shall be maintained at all times for the safety of the public and traffic, and to ensure that no traffic will pass over the placed material for at least one (1) hour after it is spread.

2.1.16.2 Areas to be paved must be barricaded by the Contractor 24 hours prior to commencement of the work.

2.1.1 6.3 It will be the responsibility of the Contractor to provide the MOT for the work including all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be responsible for providing an off-duty police officer, if necessary, to complete job.

2.1.16.4 The cost of law enforcement officers Will be provided as a pass-through cost only.

2.1.17 Mobilization and Demobilization: It will be the responsibility of the Contractor to cover all costs associated with mobilization and demobilization for the duration of the project.

2.1.18 Temporary Striping: Contractor must apply temporary striping to all resurfaced roads immediately after the asphalt has cooled enough to support striping.

2.1.19 Contractor must complete the Work requested within the time specified in the Task Order.

2.2 Scope of Work for the Striping of Village Streets and Parking Lots

All striping must meet Miami-Dade County and Florida Department of Transportation specifications. Contractor must provide a copy of the current Miami-Dade County and Florida Department of Transportation striping specifications upon request from the Village's Procurement Division.

2.2.1 Striping of Village Streets:

- 2.2.1.1. Thermoplastic, 4" Solid Yellow /White
- 2.2.1.2. Thermoplastic, 4" Skip Yellow /White
- 2.2.1.3. Thermoplastic, 6" Solid Yellow /White
- 2.2.1.4. Thermoplastic, 6" Skip Yellow /White
- 2.2.1.5. Thermoplastic, 8" Solid Yellow /White
- 2.2.1.6. Thermoplastic, 12" Solid Yellow /White
- 2.2.1.7. Thermoplastic, 18" Solid Yellow /White

- 2.2.1.8. Thermoplastic, 24" Solid Yellow /White
- 2.2.1.9. 4" Solid Yellow /White Paint
- 2.2.1.10. 4" Skip Yellow /White Paint
- 2.2.1.11. 6" Solid Yellow /White Paint
- 2.2.1.12. 6" Skip Yellow /White Paint
- 2.2.1.13. 8" Solid Yellow /White Paint
- 2.2.1.14. 12" Solid Yellow /White Paint
- 2.2.1.15. 18" Solid Yellow /White Paint
- 2.2.1.16. 24" Solid Yellow /White Paint
- 2.2.1.17. RPMs (Road Reflector)
- 2.2.1.18. Thermoplastic Arrows 14" (Std. MDC & FOOT Specs)
- 2.1.1.19. Arrows 14" (Std. MDC & FOOT Specs) White Paint
- 2.2.1.20. Handicap Logo & Blue Stripe
- 2.2.1.21. Removal of Existing Thermo Striping (hydro blast)
- 2.2.1.22. Bicycle Pavement Markings
- 2.2.1.23. Thermoplastic Messages
- 2.2.1.24. Paint Messages
- 2.2.1.25. Installation of New Traffic Sign
- 2.2.2. Striping Village Parking Lots:
  - 2.2.2.1. Total Lots: 2 each. Average Lot Size: 8,000 LF
  - 2.2.2.2. Colors: Yellow/White
  - 2.2.2.3. The Village will provide a Survey and Lay-out for each Lot.
  - 2.2.2.4. Stop Bars (12" Wide)
  - 2.2.2.5. Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)
  - 2.2.2.6. Arrows 14" (Std. MDC & FDOT Specs) White Paint
  - 2.2.2.7. Cross Hatching (12")
  - 2.2.2.8. Handicap Logo & Blue Stripe (parking space)
  - 2.2.2.9. Wheel Stop Installation
  - 2.2.2.10. Disable Cross Hatching (4")
  - 2.2.2.11. Installation of New Traffic Sign

2.2.3 Legal Relations and Responsibility to the Public

2.2.3.1 Permits, Licenses, & Occupational Licenses: The Contractor shall procure all permits and licenses as required. There will be no charge for the construction permits issued by the Village of Miami Beach. The Contractor shall also give all notices necessary and incident to the due and lawful prosecution of the Work.

2.2.3.2 Right of Way: In cases where the Work is done on private property the Village guarantees the Contractor the right-of-way for the construction of the Work, but the Contractor must take all precautions not to inconvenience the tenant or property owner any more than necessary. The right is reserved to omit any sections of the Work which depend upon a right-of-way grant in case such right-of-way is denied by the Village.

The Contractor shall have no claims for damage due to delay by the Village in furnishing necessary right-of-way, but should any such delay occur the Contractor

shall be entitled to such extension of time for the completion of his Contract as may be determined by the Village to be reasonable.

In case of damage to the Work on account of work so done, the Village Project Manager may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Village Project Manager shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

2.2.3.3 Restoration of Surfaces Opened by Permit: Any individual, firm, or corporation wishing to make an opening in the street must secure a permit from, and will be required to deposit security with, the Village Project Manager, in a suitable amount to cover the cost of making the necessary repairs, and the Contractor shall not allow any person or persons to make an opening unless a duly authorized permit from the Village is presented. The right is reserved to lay in the street or to repair any sewer, drain, conduit, main, or service pipe or their accessories at any time before the completion of the Work. The Contractor is to exercise such supervision thereof as will protect him against defects in the finished Work. In case of damage to the Work on account of work so done, the Village Project Manager may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Village Project Manager shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

2.2.3.4 Sanitary Provisions: Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of State and County Boards of Health. He shall commit no public nuisance.

2.2.3.5 Public Convenience and Safety: Contractor shall conduct the Work so as to ensure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the Work in a manner satisfactory to the Village Project Manager. Materials and equipment stored at the worksite shall be done so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

2.2.3.6 Closing Streets: Streets shall not be closed except when and where directed by the Village Project Manager. Whenever the street is not closed, the Work must be conducted so that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the Work, the Contractor shall provide and maintain a passable driveway as directed by the Village Project Manager.

Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Village Project Manager's office and the Fire Department shall immediately be notified by telephone or otherwise upon the closing and/or opening of each street or section thereof.

2.2.3.7 Barricades, Warnings, and Detour Signs: The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the Work and keep them burning from twilight to sunrise ; shall erect suitable barricades , railings, fences , and/or other protection about the Work; provide all watchmen by day or night and take all other precautions that may be necessary; shall maintain proper guards and lights for the prevention of accidents upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the Work and public convenience and safety. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the Work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

2.2.4 Maintenance of Traffic:

2.2.4.1 Work should be conducted in such a manner that all streets shall be open to traffic at night. Approved MOT with sufficient barricades, signs and lighting shall be maintained at all times for the safety of the public and traffic, and to ensure that no traffic will pass over the placed material until it has properly cured.

2.2.4.2 It will be the responsibility of the Contractor to provide proper MOT including all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be responsible for providing an off-duty police officer, if necessary, to complete job.

2.2.4.3 The cost of law enforcement officers will be provided as a pass-through cost only.

2.2.5 Mobilization and Demobilization: It will be the responsibility of the Contractor to cover all costs associated with mobilization and demobilization for the duration of the project.

2.2.6 Temporary Striping: Contractor must apply temporary striping to all resurfaced roads immediately after the asphalt has cooled enough to support striping.

2.2.7 Contractor must complete the Work requested within the time specified in the Task Order.



END OF SECTION EXHIBIT A

EXHIBIT B-PRICING

ITB 2023-422-DF Tabulation

Item	Description	U / M	All Construction & Plumbing Inc	Metro Express Inc	Team Contracting Inc
			Unit Cost	Unit Cost	Unit Cost
<b>CONCRETE CURBING/SIDEWALK CONSTRUCTION</b>					
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 17.00	\$ 5.50	\$ 7.10
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 21.00	\$ 7.00	\$ 7.30
3	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00	\$ 6.00	\$ 7.30
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 19.00	\$ 7.75	\$ 7.50
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 30.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 60.00	\$ 35.00	\$ 35.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 40.00	\$ 30.00	\$ 20.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 22.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00	\$ 35.00	\$ 25.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 20.00
12	Cast In Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 300.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 250.00
14	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 16.00	\$ 7.00	\$ 7.30
16	Construct 6" Concrete Sidewalk	SF	\$ 14.00	\$ 6.00	\$ 7.30
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 16.00	\$ 7.75	\$ 7.50
18	Construct 18" Concrete Curb & Gutter	LF	\$ 40.00	\$ 30.00	\$ 24.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 45.00	\$ 30.00	\$ 26.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 28.00
21	Construct 6" Concrete Curb	LF	\$ 30.00	\$ 30.00	\$ 20.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 10.00	\$ 10.00	\$ 0.80
24	Addition of Miami Beach Red Coloring Mixture	CY	\$ 10.00	\$ 50.00	\$ 60.00
25	Pavement Restoration	SF	\$ 5.00	\$ 10.00	\$ 4.00
26	Furnish and Install New Pavers	SF	\$ 12.00	\$ 15.00	\$ 10.00
27	Remove and Reset Existing Pavers	SF	\$ 15.00	\$ 10.00	\$ 10.00
28	Remove and Replace Existing Pavers	SF	\$ 18.00	\$ 15.00	\$ 13.00
29	Remove Existing Pavers	SF	\$ 5.00	\$ 4.00	\$ 2.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$ 8.00	\$ 1.00	\$ 2.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 30.00	\$ 5.00	\$ 25.00
32	Furnish and Install 1" Meter Box	EA	\$ 2,500.00	\$ 250.00	\$ 950.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 3,000.00	\$ 275.00	\$ 1,000.00
34	Furnish and Install 2" Meter Box	EA	\$ 3,500.00	\$ 350.00	\$ 1,050.00
35	Furnish and Install 3" Meter Box	EA	\$ 4,500.00	\$ 400.00	\$ 1,200.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1,500.00	\$ 300.00	\$ 500.00
37	Furnish and Install Electrical/Street Lighting Lighting Box	EA	\$ 1,500.00	\$ 350.00	\$ 500.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$ 800.00	\$ 25.00	\$ 100.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 850.00	\$ 10.00	\$ 50.00
40	Remove and Re-install hand-Rails	LF	\$ 1,200.00	\$ 50.00	\$ 500.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	LF	\$ 2,500.00	\$ 150.00	\$ 800.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 160.00	\$ 200.00	\$ 170.00
43	Remove and Reset Existing Fences	LF	\$ 30.00	\$ 70.00	\$ 200.00

MILLING & RESURFACING OF ASPHALT CONCRETE		
44	Rework Limerock Base +/- 3 inches	CY
45	Remove and replace 8 inch Limerock base	CY
46	New Limerock 8 inch base	CY
47	FDOT Type S III - Asphalt Concrete	TN
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN
50	Friction Course Asphalt Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN
51	Friction Course Asphalt Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN
52	Adjust Valve Boxes	EA
53	Adjust Manhole	EA
54	Replace Manhole Rim and Cover	EA
55	Replace Valve Box Cover/Riser	EA
56	Replace Traffic Loops	EA
57	Milling Existing Asphalt Concrete – 1" Cut	SY
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY
59	Milling Existing Asphalt Concrete – 2" Cut	SY
60	Milling Existing Asphalt Concrete – 3" Cut	SY
61	Milling Existing Asphalt Concrete – 4" Cut	SY

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STRIPING OF CITY STREETS		
62	Thermoplastic 4" Solid Yellow/White	LF
63	Paint 4" Solid Yellow/White	LF
64	Thermoplastic 6" Solid White/Yellow	LF
65	Paint 6" Solid Yellow/White	LF
66	Thermoplastic 8" Solid White/Yellow	LF
67	Paint 8" Solid Yellow/White	LF
68	Thermoplastic 12" Solid White/Yellow	LF
69	Paint 12" Solid Yellow/White	LF
70	Thermoplastic 18" Solid White/Yellow	LF
71	Paint 18" Solid Yellow/White	LF
72	Thermoplastic 24" Solid White/Yellow	LF
73	Paint 24" Solid Yellow/White	LF
74	RPMs (Road Reflector)	EA
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA
77	Thermoplastic Handicap Logo & Blue Stripe	EA
78	Paint Handicap Logo & Blue Stripe	EA
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF
80	Paint Bicycle Pavement Marking	EA
81	Thermoplastic Bicycle Pavement Marking	EA
82	Thermoplastic Messages (Bus/School)	EA
83	Paint Messages	EA
84	Installation of New Traffic Sign	EA
85	Thermoplastic Stop Bars (12" Wide)	LF
86	Stop Bars (12" Wide) White Paint	LF
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA
89	Thermoplastic Cross Hatching (12")	LF
90	Cross Hatching (12") White Paint	LF
91	Thermoplastic Handicap Logo & Blue Stripe	EA
92	Paint Handicap Logo & Blue Stripe	EA
93	Thermoplastic Disable Cross Hatching (4")	EA
94	Disable Cross Hatching (4") Paint	EA
95	Furnish and Install Wheel Stop	EA
96	Remove and Replace Wheel Stop	EA
97	Installation of New Traffic Sign	EA

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**PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS**

98	Permanent Green Paint Up to 10,000 square feet of Work	SF
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF
101	Permanent Green Paint Above 50,000 square feet of Work	SF
102	Permanent Red Paint Up to 10,000 square feet of Work	SF
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF
105	Permanent Red Paint Above 50,000 square feet of Work	SF
106	Permanent Other Paint Up to 10,000 square feet of Work	SF
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF
109	Permanent Other Paint Above 50,000 square feet of Work	SF
110	Standard Paint Up to 10,000 square feet of Work	SF
111	Standard Paint 10,000 to 25,000 square feet of work	SF
112	Standard Paint 25,000 to 50,000 square feet of work	SF
113	Standard Paint Above 50,000 square feet of Work	SF
114	Edge Line Marking	SF
115	Standard Sharrow Symbol	EA
116	Green Sharrow Symbol	EA
117	Bike-only Lane Symbol	EA
118	Bicycle Detector Symbol	EA

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**LANE DELINEATORS**

119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA

No Bid
No Bid

\$ 130.00
\$ 130.00

No Bid
No Bid

EXHIBIT C - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

**JORGE M. GONZALEZ**  
**VILLAGE MANAGER**

Date

Ernesto Feliciano  
Metro Express, Inc.  
9390 NW 109<sup>th</sup> Street  
Medley, FL  
33178

RE: Agreement - 2024 - VILLAGE concrete/sidewalk construction, milling and resurfacing asphalt concrete and striping of streets and parking lots Janitorial Services

Mr. Ernesto Feliciano:

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 Michael Alvarez, 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 THE AGREEMENTS BETWEEN BAL HARBOUR VILLAGE AND CLEAN SPACE, INC. FOR THE PROVISION OF JANITORIAL, CLEANING SERVICES AT VILLAGE FACILITIES AND THE BAL HARBOUR CIVIC ASSOCIATION SECURITY ACCESS GUARD STATION; IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION.

### Issue:

Should the Village Council approve the agreements with Clean Space Inc., to perform Janitorial services at Village and Bal Harbour Civic Association facilities?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:


A recent solicitation for the Village and the Civic Association facility janitorial service resulted in three proposals received by the Village. One proposal was received from American Facility Services, Inc., in the total annual amount of \$314,680. Kleen-Tech submitted a proposal for the total annual amount of \$191,149, and the lowest cost proposal submitted by Clean Space Inc. in the annual amount of \$120,117. The staff proposal review determined the submittal received from Clean Space Inc. to be the lowest cost, most responsive bidder and recommended their selection to provide the envisioned continuous janitorial service at all Village and Association controlled facilities.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$104,508	General Fund Other Contractual Services- Various Departments	01-XX-503405
	\$15,609	Security District Janitorial Contract	11-29-503404

### 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: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENTS BETWEEN BAL HARBOUR VILLAGE AND CLEAN SPACE, INC. FOR THE PROVISION OF JANITORIAL, CLEANING SERVICES AT VILLAGE FACILITIES AND THE BAL HARBOUR CIVIC ASSOCIATION SECURITY ACCESS GUARD STATION; IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

On November 21, 2017, the Village Council adopted Resolution No. 2017-1111 approving the agreement between the Village and Kelly Janitorial Services Inc. The agreement provided for an initial three-year (3) term with two (2) additional two-year extensions if mutually approved. Subsequently, Kelly Janitorial Services Inc. was acquired, and the company name was changed to Clean Space, Inc. The current agreement is still in effect and is due to expire on January 22, 2025.

On November 21, 2023, the Village Council adopted Resolution 2023-1599 approving the first amendment to the Clean Space agreement, which added the Bal Harbour Waterfront Park, Community Center to the list of Village facilities serviced under the terms of the current agreement.

Also, in late 2023, the Bal Harbour Civic Association (BHCA), retained the services of a Property Manager to assume the daily management activities of their facilities and common areas, which alleviated the Village Public Works & Beautification (PWB), staff response and allowed for their greater focus on designated Village facilities and sites. The BHCA Property Manager now provides the daily oversight of the current Clean Space agreement related to the BHCA Access Control Security Station at Harbour Way.



## ANALYSIS

To prepare for the expiration of the existing agreement and to continue the engagement of a janitorial/cleaning service company to provide the services as required, a Request for Proposals (RFP) 2024-04, Village Facility Janitorial Services was developed by staff and representatives of the BHCA to solicit proposals from area vendors that possess the appropriate capabilities to deliver the services envisioned for the Village. The locations to receive the services envisioned are listed below.

### Village Facilities:

- Village Hall
- PWB Administration-modular building
- Police Administrative building
- Waterfront Park Community Center
- Police Station
- PWB Operations Office (North Miami)

### Civic Association:

- BHCA Access Control Security Station (Harbour Way)

The Bal Harbour Civic Association (BHCA), operated Access Control Security Station is included in the solicitation to enable the continuity of service and provide an economy of scale benefit for the Village. If approved, the Village Manager will execute separate agreements on behalf of the Village and the BHCA. The Village will remain the fiscal agent for both agreements, with the Village staff managing the municipal locations and BHCA designated Property Manager providing the contract oversight at the security station.

The information below summarizes the proposed general provisions and scope of work:

### General Provisions:

1. The Contractor will furnish all labor, equipment, cleaning supplies, supervision, and transportation, for custodial services.
2. The Contractor's personnel will always conduct themselves on site in a professional manner.
3. The Contractor employees will undergo a background check before the commencement of their duties and each employee shall carry identification card issued by the Village.
4. The Contractor and his/her employees, if working after normal business hours, will ensure that all doors, windows, and gates giving access to Village buildings are secured.
5. Hazardous conditions shall be immediately remedied or secured by the Contractor's qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury.

Scope of Basic Services:

- Common Areas
  - Vacuum carpeted surfaces
  - Sweep hard surfaces
  - Dry-mop, wet-mop hard surfaces after sweeping
- Restroom & Kitchens
  - Clean and sanitize floors-sweep, damp mop with a germicidal solution.
  - Clean and sanitize sinks, countertops, toilets, fixtures, handles, etc.
  - Spot clean walls, stalls, doors, showers and all horizontal and vertical surfaces.
  - Clean/Disinfect Dispensers re-stock all dispensers (toilet seat liner, tissue, paper towel, soap dispensers, hand sanitizer, feminine hygiene, etc.).
  - Clean/Disinfect refrigerators, microwaves.
- Drinking Fountains
  - Clean and sanitize all drinking fountains.
- Window Cleaning
  - Spot clean all interior windows, partitions, window sills in all building office areas.
  - Dusting window ledges.
- Stairway Cleaning
  - Sweep downstairs / spot mop & remove gum.
  - Wipe/disinfect hand rails.
  - Disinfect door handles, push bars, at entrances and exits.
  - Mop floor surfaces.
- Offices/Rooms
  - Clean/disinfect all Surfaces, desks, tables, bookshelves, chairs, and other furniture.
  - Dust all horizontal surfaces, light fixtures, picture frames, etc.
- Trash & Recyclables
  - Collect, and transport to a designated storage site designated within the facility.
  - Empty trash, spot clean containers, reline with appropriate size trash bag.

Procurement Process:

The RFP was placed on the Public Purchase website on October 18, 2024, with a non-mandatory pre-submittal meeting and site visit held on November 06, 2024. The submittal deadline was 3:00 pm on November 22, 2024. Six (6) firms accessed the documents related to the RFP from the Public Purchase website. Additionally, five (5) local firms were sent the RFP documents electronically.

Bal Harbour Village Request for Proposals (RFP) 2024-04	
Village Facilities Janitorial Services	
<b>Public Purchase Downloads</b>	<b>Sent Directly to Local Firms</b>
Premiere Building Maintenance Corporation	Clean-Net of South Florida

Kleen-Tech	Anago of South Florida
Owens, Renz & Lee Co., Inc.	Janitorial King
Caseco Team LLC	Jan-Pro
American Facility Services, Inc	SFM Services
MCJ Professional Cleaning Services	.

The Village Clerk received two (2) Proposals by the submittal date and prior to the 3:00 pm deadline for submission. American Facility Services, Inc., submitted a proposal in the total annual amount of \$314,680. Kleen-Tech submitted a proposal for the total annual amount of \$191,149.

The submittal from the current service provider, Clean Space, Inc., was provided via the Public Purchase website on Thursday November 21, 2024, one day before the submittal deadline in the amount of \$120,117. While their proposal was not submitted in the prescribed submittal process, it was timely received by our Public Purchase Portal and is significantly lower than the other two proposals.

Public Works & Beautification Director, John Oldenburg reviewed the three submittals and as one of the Village administrators for this website, verified the electronic submittal. He also obtained the requested clarification letter from Clean Space, Inc., acknowledging this oversight. The issue was reviewed with the Village Attorney’s office and the oversight was deemed not substantial and the proposal from Clean Space, Inc., was deemed responsive.

The Village facility cost is separated from the BHCA access control security station in the chart below to provide the specific cost for each entity for the proposed services

Bal Harbour Village RFP 2024-04 Janitorial Services			
Village Facilities		BHCA Station	Combined Total
Submitter	Annual Cost	Annual Cost	Annual Cost
Clean Space, Inc.	\$104,508	\$15,609	\$120,117
Kleen-Tech	\$185,257	\$5,892	\$191,149
American Facility Services, Inc	\$289,816	\$24,864	\$314,680

The lowest proposed combined annual cost received from Clean Space, at \$120,117, is \$71,032, or 45.6% lower than the second lowest cost proposal of \$191,149, received from Kleen-Tech. The highest total annual cost submittal of \$314,680 from American Facility Services, Inc., is \$194,563, or 89.5% higher than the Clean Space cost submittal.

The Village FY 2023-2024 combined costs for this service totaled \$114,454, rounded up to the nearest dollar, with Village facilities costs of \$98,267, and the BHCA Station costs of \$16,187. A cost analysis comparing FY 23/24 costs for Janitorial services and the new proposed costs is provided for your review on the next page.

Janitorial Services Pricing /Cost Analysis			
	Village Facilities	BHCA Station	Combined Total
Clean Space, Inc.			
FY 23/24 Annual Cost	98,267	\$16,187	\$114,454
Proposed Annual Cost	\$104,508	\$15,609	\$120,117
Dollar Differential	\$6,241	(\$578)	\$5,663
Percent Differential	6%	(4%)	5%

The new proposal from Clean Space identifies a Village facility cost increase of \$6,241, a BHCA Station cost decrease of \$578 and an overall cost increase of \$5,663, compared to the FY 23/24 costs for this service.

In addition to the cost per service, the Clean Space RFP submittal provided additional services staffing costs at an hourly rate of \$25, for each cleaning staff and \$35, for each supervisor. These costs are provided if emergency or special cleaning services are required which are outside of the normal cleaning schedule. In recognition of this established pricing, it is efficient for the Council 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 and BHCA facilities and provide for fluctuations in service level requirements, emergency/non-scheduled service and annual budget activities. This authorization amount is subject to the yearly budget process and will be adjusted according to yearly funding availability.

**Term:**

If approved, the agreement for the provision of janitorial/cleaning services will have an initial term of three (3) years, with subsequent optional two (2), three (3) year renewal periods as approved by the Village Manager. After the initial term, the agreement may be extended as specified 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. Additionally, if one or more locations are removed from the cleaning schedule due to construction or closure, the cost for the service is adjusted accordingly.

**Pricing Adjustment:**

The initial pricing will be set for the first three-year term, subject to the addition or deletion of locations. Beginning with the execution of the first renewal and annually thereafter, CleanSpace, Inc., will 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 3% (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.

***THE BAL HARBOUR EXPERIENCE***

Ensuring that all Village and BHCA facilities are continuously maintained in an orderly and hygienic state, supports the goals of Safety, Modernized Public Facilities/Infrastructure and Beautiful Environment.

**CONCLUSION**

I have reviewed the three proposals submitted by Clean Space, Inc., Kleen-Tech and American Facility Services, Inc. and deemed the lowest cost proposal from Clean Space to best meet the needs of the Village. Therefore, I recommend adopting this Resolution, approving the two agreements with Clean Space, Inc., to perform janitorial cleaning services at Village and BHCA facilities as detailed within the agreements. I also recommend authorization of the expenditure of budgeted funds for this service as detailed within the agreements subject to the yearly budget process.

**Attachments:**

1. Service Agreement for Janitorial Cleaning Services at Village Facilities
2. Service Agreement for Janitorial Cleaning Services at BHCA Facilities

RESOLUTION NO. 2023-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENTS BETWEEN BAL HARBOUR VILLAGE AND CLEAN SPACE, INC. FOR THE PROVISION OF JANITORIAL AND CLEANING SERVICES AT VILLAGE FACILITIES AND THE BAL HARBOUR CIVIC ASSOCIATION SECURITY ACCESS GUARD STATION; IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on November 21, 2017, the Village Council adopted Resolution No. 2017-1111 approving the current agreement between the Village and Kelly Janitorial Services Inc., now known as Clean Space, Inc.; and

**WHEREAS**, on November 21, 2023, the Village Council adopted Resolution 2023-1599 approving the first amendment to the Clean Space agreement, which added the Bal Harbour Waterfront Park, Community Center to the list of Village facilities serviced under the terms of the current agreement; and

**WHEREAS**, in late 2023, the Bal Harbour Civic Association (BHCA), retained the services of a Property Manager to assume the daily management activities of their facilities and common areas, who now provides the daily oversight of the current Clean Space agreement related to the BHCA Access Control Security Station at Harbour Way; and

**WHEREAS**, to prepare for the engagement of a janitorial or cleaning service company to provide the services described above, a Request for Proposals (RFP) 2024-04, was co-developed by staff and representatives of the BHCA to solicit proposals from area vendors that possess the appropriate capabilities to deliver the services envisioned for the Village; and

**WHEREAS**, Clean Space, Inc. has submitted the lowest cost and most responsive proposal for the envisioned services in the annual amount of \$104,508.00 at the Village facilities and \$15,609.00 at the BHCA facility, for a total combined cost of \$120,117.00; and

**WHEREAS**, the Village may need to make additional expenditures for unforeseen needs subject to annual budget allocations and these additional expenditures would

be withdrawn from previously budgeted funds; and

**WHEREAS**, this Council has determined that it is the best interest of the Village to enter into agreements with Clean Space Inc., for the provision of janitorial cleaning services at Village and BHCA facilities in the amount not to exceed annual budget allocations.

**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. Agreement Approved.** That the agreement with Clean Space Inc., for the provision of janitorial cleaning services at Village Facilities in the amount not to exceed annual budget allocations, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

**Section 3. Agreement Approved.** That the agreement with Clean Space Inc., for the provision of janitorial cleaning services at the Bal Harbour Civic Association Access Control Security Station in the amount not to exceed annual budget, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

**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 17<sup>th</sup> day of December 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 -

**REQUEST FOR PROPOSALS**

**NO. 2024-04**

**VILLAGE FACILITY JANITORIAL CLEANING/SERVICES**

## **TABLE OF CONTENTS**

### SECTION 1 - NOTICE OF REQUEST FOR PROPOSALS

#### 1.1 NOTICE OF SOLICITATION

#### 1.2 GENERAL OVERVIEW

##### 1.2.1 SERVICES SOUGHT

##### 1.2.2 MINIMUM QUALIFICATIONS

##### 1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES

#### 1.3 SUBMISSION OF PROPOSALS

##### 1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS

##### 1.3.2 PROPOSAL SUBMISSION DEADLINE

##### 1.3.3 GENERAL REQUIREMENTS FOR SUBMISSION

##### 1.3.4 QUESTIONS

### SECTION 2 - SCOPE OF SERVICES

#### 2.1 BACKGROUND

#### 2.2 PURPOSE

#### 2.3 SCOPE OF WORK-BASIC SERVICES

#### 2.4 SERVICE SPECIFICATIONS

#### 2.5 LOCATION OF WORK

#### 2.6 ACCEPTANCE OF COMPLETED WORK

#### 2.7 SUPPLIES AND PROGRAM

#### 2.8 PROCESSING OF APPLICATION FOR PAYMENT

#### 2.9 SAFETY AND PROTECTION

#### 2.10 WORK DURING INCLEMENT WEATHER

#### 2.11 COMMENCEMENT CONFERENCE

#### 2.12 ADDITIONAL SERVICES

#### 2.13 WORK SCHEDULE

### SECTION 3 - GENERAL CONDITIONS

#### 3.1 RFP DOCUMENTS

#### 3.2 TAXES

- [3.3 INTERPRETATIONS AND INQUIRIES](#)
  - [3.4 VERBAL INSTRUCTIONS](#)
  - [3.5 NO CONTINGENCY FEES](#)
  - [3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY](#)
  - [3.7 FAMILIARITY WITH LAWS AND ORDINANCES](#)
  - [3.8 ADVERTISING](#)
  - [3.9 AGREEMENT EXECUTION](#)
  - [3.10 FACILITIES](#)
  - [3.11 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING](#)
  - [3.12 VILLAGE'S EXCLUSIVE RIGHTS:](#)
    - [3.12.4 Award all or a portion of the Services set forth in the RFP](#)
    - [3.12.5 Reject any or all Proposals](#)
  - [3.13 ADDENDA](#)
  - [3.14 PUBLIC RECORDS](#)
  - [3.15 PUBLIC ENTITY CRIME](#)
  - [3.16 INSURANCE REQUIREMENTS](#)
  - [3.17 INDEMNIFICATION](#)
  - [3.18 ADDITIONAL TERMS AND CONDITIONS](#)
  - [3.19 DISQUALIFICATION OF PROPOSERS](#)
  - [3.20 ADJUSTMENT, CHANGES AND DEVIATIONS](#)
  - [3.21 SUBCONTRACTING](#)
  - [3.22 EMPLOYMENT OF DISABLED INDIVIDUALS](#)
  - [3.23 ANTI DISCRIMINATION](#)
- [SECTION 4 - PROCUREMENT](#)
- [4.1 AVAILABILITY OF SOLICITATION DOCUMENTS](#)
  - [4.2 SUBMISSION OF PROPOSALS](#)
    - [4.2.1 COPIES](#)
    - [4.2.2 PACKAGING](#)
    - [4.2.3 COSTS OF PREPARATION](#)
    - [4.2.4 WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION](#)
    - [4.2.5 LOBBYISTS](#)
  - [4.3 PROPOSAL SUBMISSION DEADLINE](#)

4.4 METHOD OF AWARD

4.4.1 PROPOSAL EVALUATION AND SCORING

4.5 PROCUREMENT SCHEDULE

4.6 QUESTIONS AND REQUESTS FOR CLARIFICATION

4.7 PROPOSAL FORMAT

4.7.1 COVER PAGE

4.7.2 TABLE OF CONTENTS

4.7.3 INTRODUCTION LETTER

4.7.4 MINIMUM QUALIFICATIONS

4.7.5 QUESTIONNAIRE

4.7.6 CURRICULUM VITAE

4.7.7 CLIENT REFERENCES

4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

4.7.10 ADDITIONAL FORMS

4.8 EVALUATION OF SUBMITTED PROPOSALS

4.8.1 EVALUATION COMMITTEE

4.8.2 EVALUATION CRITERIA

4.9 PROTEST PROCEDURES

4.9.1 STANDING

4.9.2 PROCEDURE

FORM 1

FORM 2

FORM 3

FORM 4

FORM 5 SERVICE SPECIFICATIONS

FORM 6 PRICING

INSERT FORM 7 HUMAN TRAFFICKING AFFIDAVIT ?

SWORN STATEMENT PURSUANT TO

FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

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## SECTION 1 - NOTICE OF REQUEST FOR PROPOSALS

### NOTICE OF SOLICITATION

NOTICE IS HEREBY GIVEN that Bal Harbour Village, Florida (the "VILLAGE") will be accepting sealed proposals ("Proposals") for:

#### REQUEST FOR PROPOSALS NO. 2022-04 VILLAGE FACILITY JANITORIAL SERVICES

The Village is requesting Proposals from qualified and experienced firms ("Proposers") to provide Janitorial Sealed Proposals must be received by the Village Clerk by **no later than November 22, 2024, at 3:00 p.m. (the "Proposal Submission Deadline")** at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154.

### 1.2 GENERAL OVERVIEW

#### 1.2.1 SERVICES SOUGHT

The janitorial service (the "Janitorial or Cleaning" or the "Services") shall generally consist of daily janitorial/cleaning services to be provided at **seven (7)** Village facilities in accordance with the level and specification of services described in this RFP. Janitorial cleaning services shall be consistently provided throughout the contracted period(s), as explained herein.

#### 1.2.2 MINIMUM QUALIFICATIONS

In order to be considered, proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the proposer or the proposer's firm; and has provided services of a type similar to, the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years. All firms that submit a Proposal shall meet, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five (5) year period immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of Bal Harbour Village.
2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes, regulations, and ordinances.

3. Bidder must have performed work in Florida on at least three (3) previous janitorial/cleaning jobs similar to this one with a total cost of more than forty thousand dollars (\$40,000) each, within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" THE VILLAGE WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

### 1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES

Subject to the approval of the Village Council of Bal Harbour Village, the agreement to be awarded (the "Agreement"), because of this solicitation shall be for the provision of Janitorial/Cleaning Services. The estimated term of the Agreement shall be three years (3), with subsequent optional two, two (3) year renewal periods as approved by the Village Manager.

## 1.3 SUBMISSION OF PROPOSALS

### 1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS

Request For Proposals No. **2024-04** for Janitorial Services (the "RFP") will be made available to interested parties at **Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m.** Proposals shall be submitted in the format required in the RFP.

### 1.3.2 PRE-SUBMITTAL SITE VISIT

There will be a non-mandatory pre-submittal meeting and site visit on **November 06, 2024 at Bal Harbour Village Hall 655 96 Street from 10:00 am to 12:00 pm.**

Additionally, the Village utilizes **Public Purchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective proposer who has received this RFP by any means other than through **Public Purchase** must register immediately with **Public Purchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

### 1.3.3 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Village Clerk by the Proposal Submission Deadline, as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The Village will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

### 1.3.4 GENERAL REQUIREMENTS FOR SUBMISSION

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate **"RFP NO. 2024-04, JANITORIAL/CLEANING SERVICES"**, and shall be submitted to the Village Clerk at Village Hall, 655 96 Street, Bal Harbour Village,

Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address and the name and telephone number of the Proposer's contact person. **The Proposal shall contain five (5) complete paper copies and one (1) electronic original, all of which must contain all information required for the proposal to be considered fully responsive to the requirements contained in the RFP.**

All responses to Requests for Proposals must be submitted in formatting compliant through level AA of the current Web Content Accessibility Guidelines. Interested providers must submit an electronic copy of the proposal in PDF and text-based format to the Village Clerk as set forth in the prior paragraph.

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90-calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

The Village will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal.

The Village Council of Bal Harbour Village reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award an agreement pursuant to this RFP in the best interests of the VILLAGE.

All lobbyists must register with the Village prior to engaging in any lobbying related to or in connection with this RFP. The lobbying registration requirements of the Village are set forth in Section 2-301 of the Village Code.

### 1.3.5 QUESTIONS

Any questions concerning the RFP shall be submitted in writing no later than *s e v e n* ( 7 ) business days prior to the Proposal Submission Deadline to John Oldenburg by first class mail at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov)

## SECTION 2 – SCOPE OF SERVICES

### 2.1 BACKGROUND

Bal Harbour Village is located in Southeast Florida, USA and has a population of approximately 3,093 residents. By way of this RFP, the Village is soliciting proposals from interested parties for the provision of Janitorial/Cleaning Services at Village facilities by a licensed contractor (the "Services"). In addition, the firm must have the capability to respond in a timely manner to any emergency call as explained here in. Through the process described herein, licensed contractors interested in assisting the Village with the provision of the Service must prepare and submit a proposal in accordance with the procedure and schedule of this RFP. The Village will review submittals only from those contractors that submit a proposal which includes all the information required to be included as described herein. The Village intends to

award a contract for *Janitorial/Cleaning Services* to the contractor that: possesses qualified manpower, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the Village.

## 2.2 PURPOSE

The Village is seeking proposals to establish contract(s) with a qualified and experienced janitorial/cleaning service company, hereinafter referred to as the "CONTRACTOR", to provide the Services described under this RFP. Scope-of-Work Basic Services. The work areas covered by the Specifications and Contract Documents, consists of:

- Village Hall,
- Public Works Modular Office,
- Police Administration Building,
- Public Works Operations Building (North Miami),
- Police Annex Department,
- BH Civic Association Guard House; and the
- BH Waterfront Park at 18 Bal Bay Drive

## 2.3 SCOPE OF WORK-BASIC SERVICES

### Required Services to be Performed

- **Common Areas**
  - Vacuum carpeted surfaces
  - Sweep hard surfaces
  - Dry-mop, wet-mop hard surfaces after sweeping
- **Restroom & kitchen cleaning**
  - Clean and sanitize floors-sweep, damp mop with a germicidal solution
  - Clean and sanitize sinks, countertops, toilets, fixtures, handles, etc.
  - Spot clean walls, stalls, doors, showers and all horizontal and vertical surfaces.
  - Clean/Disinfect Dispensers re-stock all dispensers (toilet seat liner, tissue, paper towel, soap dispensers, hand sanitizer, feminine hygiene, etc.)
  - Clean/Disinfect refrigerators (monthly)
- **Drinking Fountains**
  - Clean and sanitize all drinking fountains.
- **Window Cleaning**
  - Spot clean all interior windows, partitions, window sills in all building office areas.
  - Dusting window ledges
- **Stairway Cleaning**
  - Sweep downstairs / spot mop & remove gum
  - Wipe/disinfect hand rails
  - Disinfect door handles, push bars, at entrances and exits.
  - Mop floor surfaces
- **Offices/Rooms**
  - Clean/disinfect all Surfaces, desks, tables, bookshelves, chairs, and



- other furniture.
- Dust all horizontal surfaces, light fixtures, picture frames, etc. (all should be dust free)
- **Trash & Recyclables**
  - Collect, and transport to a designated storage site designated within the facility.
  - Empty trash, spot clean containers, reline with appropriate size trash bag

## 2.3 SERVICE SPECIFICATIONS

The full scope-of-work will include facility janitorial services at specified locations. These services are to be conducted as follows:

1. The Contractor will furnish all labor, equipment, cleaning supplies, supervision, transportation, for custodial services;
2. Additional services to be performed may include Interior and exterior window washing and carpet cleaning services. Glass should be cleaned per manufacturer's recommendations using products and methods consistent with those recommendations and that of the industry. Contractor shall use environmentally friendly products, whenever possible;
3. Contractor shall provide paper products, toilet paper, paper towels, garbage can liners, toilet seat covers, compostable liners, Green Seal or equivalent cleaning products: Restroom cleaner, neutral floor cleaner, glass cleaner, and degreaser;
4. Contractor shall have the capability to respond to emergency requests within 12-hours after the request is made;
5. The Contractor shall maintain the janitor closets at each location in a neat and orderly fashion;
6. All work shall be performed under the supervision of a qualified supervisor;
7. The Contractor shall, if applicable, establish a work schedule as set forth in the contract, maintenance agreement, or requisition. In no instance shall work be performed before or after the schedule times without approval by the Contract Administrator or designee. In addition, the Contractor will provide a periodical cleaning form showing the completion of work for that period;
8. The Contractor's personnel shall conduct themselves in a professional manner at all times while at the listed locations;
9. The Contract Administrator will, if necessary, provide a building schedule which will include the dates, days, and times each facility will be available for servicing. In the event, this schedule is changed or modified, the Village will provide adequate notification to the Contractor;
10. The Contractor will provide a list of employees to the Village and individuals will undergo a background check before the commencement of their duties;
11. Each employee shall carry identification card issued by the Village to be always worn in a visible location on their person while performing services on the Village premises. No temporary employee will be allowed to work on Village premises without prior authorization from the Village. The Contractor shall not allow children, pets, and non-employees on the premises;
12. The Contractor and his/her employees must not remove or consume any

- property belonging to the Village, employees, or the general public. This policy includes any articles that may be deposited for disposal in trash receptacles;
13. Materials, equipment and/or paper supplies belonging to the Village will not be transferred from one job site to another by the Contractor without permission of the Contract Administrator;
  14. The Contractor and his/her employee may not use Village or general public property, including telephones, Fax, or copy machines, ladders, lifts, maintenance equipment, or the like, for personal use unless given permission by an authorized Village representative.
  15. Smoking shall not be permitted in any Village building except in a designed smoking area;
  16. The Contractor and his/her employees, if working after normal business hours, will ensure that all doors, windows, and gates giving access to Village buildings are secured. All lights, except night lights, will be turned off before leaving the premises. For some facilities, the contractor will be responsible for ensuring that the alarm is set upon leaving the facility. Failure to properly secure Village buildings may result in a reduction of payment;
  17. The Contractor may be issued a set of necessary building keys as well as electronic door card keys. In no case shall the Contractor make duplicates of any Village issued key(s). The Village will deduct \$50.00 from payments to the Contractor for each building key lost, broken through neglect or misuse, or not returned to the Village at the expiration of this contract;
  18. Hazardous conditions shall be immediately remedied or secured by the Contractor's qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury. Specifically, as regards to WISHA Standards Chapter 296-62 W.A.C., Blood-borne Pathogen Compliance; the Contractor shall also be responsible for training and protecting any and all employees of the Contractor, while engaged in the performance of any work or services by the Contractor under this agreement, as to the safeguards used and precautions taken, for the proper handling of infectious materials; and
  19. Verification of training must be presented with submittal of bids to the Village.

## 2.4 LOCATION OF WORK

The Janitorial Services shall be performed only in Village Facilities. Accompanying this RFP is a listing of the facilities to be serviced. By submitting this proposal, the PROPOSER certifies that he/she is familiar with the Village facilities and the proposed scope of work, prior to submitting the bid. The Village reserves the right to remove specific locations as deemed appropriate. The removal of locations from the scope of services shall result in a corresponding reduction of the contract price. The locations to receive the described services include:

### 655 96<sup>th</sup> Street

- Village Hall
- Public Works modular building
- Police Administrative building

### 18 Bal Bay Drive

- Waterfront Park Community Center

9700 Collins Avenue (Bal Harbour Shops on the 2<sup>nd</sup> floor)

- Police Station  
1 Harbour Way
- Security Access Control Station  
1840 NE 144 Street, North Miami
- Public Works Operations Office

## **2.5 ACCEPTANCE OF COMPLETED WORK**

A Bal Harbour Village 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. Bal Harbour Village 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.

## **2.7 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.

## **2.8 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 Village 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 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.

## **2.9 SAFETY AND PROTECTION**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees and other persons, whom may be affected thereby.

## **2.10 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 a Declared State of Emergency due to impending tropical storm or hurricane, the Contractor shall contact the Village to receive approval of upon the direction of the Village shall suspend all work until instructed to resume operations by the Village.

## **2.11 COMMENCEMENT CONFERENCE**

Within ten (10) days after delivery of the executed Agreement by the Village to the

Contractor, but before starting the Work, a commencement 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.

### 2.12 ADDITIONAL SERVICES

The CONTRACTOR may be requested to perform additional services or provide a d j u s t e d service frequencies at the discretion of the Village.

### 2.13 WORK SCHEDULE

The CONTRACTOR shall perform work **Monday - Friday except for National Holidays** in all buildings except for the Bal Harbour Waterfront Park Community Center at 18 Bal Bay Drive, the Police Station in the Bal Harbour Shops and the Security Access Control Station, 1 Harbour Way. The Bal Harbour Waterfront Park, the Police Station and Security Station are seven (7) day operations and requires service every day.

END OF SECTION

## SECTION 3 -GENERAL CONDITIONS

### 3.1 RFP DOCUMENTS

This RFP, including Forms 1-5, constitutes the complete set of RFP documents (the "RFP Documents"). All RFP Documents must be executed, sealed and submitted as described in this RFP. Proposals shall be submitted in the form proscribed herein. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFP shall be allowed. Submittal of a Proposal to this RFP constitutes a binding offer by the Proposer. A Proposer's failure to comply with any provisions in this RFP may result in disqualification, at the discretion of the VILLAGE.

### 3.2 TAXES

The CONTRACTOR shall not be entitled to the Village's tax-exempt benefits.

### 3.3 INTERPRETATIONS AND INQUIRIES

All Proposers shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the VILLAGE or its agent in writing prior to the Proposal Submission Deadline.

Any questions concerning this RFP shall be submitted in writing to John Oldenburg, by first class mail at 655 96th Street Bal Harbour Village, FL 33154 or by e-mail at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov) no later than seven (7) days before the Proposal Submission Deadline.

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFP and is fully aware of all conditions affecting the provision of

services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP Documents. Oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP Documents will be made in the form of a written addendum to the RFP document and will be furnished by the VILLAGE to all Proposers. Only those interpretations of, or changes to, the RFP Documents that are made in writing and furnished to Proposers by the VILLAGE may be relied upon.

### **3.4 VERBAL INSTRUCTIONS**

No negotiations, decisions, or actions shall be initiated or executed by a Proposer because of any discussions with any VILLAGE employee. Only those communications from Proposers, which are signed and in writing, will be recognized by the VILLAGE as duly, authorized expressions on behalf of the Proposer.

### **3.5 NO CONTINGENCY FEES**

By submitting a Proposal, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the proposer, to solicit or secure an agreement resulting from the successful Proposal, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of that Agreement.

### **3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The VILLAGE Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of a Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, the Proposer shall immediately disclose such information to Village. Failure to do so may result in the Proposal being disqualified, at the Village's sole discretion.

### **3.7 FAMILIARITY WITH LAWS AND ORDINANCES**

The submission of a Proposal for the provision of the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP Documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the VILLAGE in writing without delay.

### **3.8 ADVERTISING**

By submitting a Proposal, the Proposer agrees not to use the results therefrom as a part of any advertising or Proposer-sponsored publication without the express written approval of the Village Manager or designee.

### **3.9 AGREEMENT EXECUTION**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the VILLAGE and the successful Proposer. In the event of a discrepancy between the Agreement executed and the RFP, the order of precedence will be: the Agreement, the RFP Documents, the Proposal and general law. Such Agreement shall be in a form and of a legal sufficiency that is approved by the Village Attorney. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

### **3.10. FACILITIES**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.11. WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING**

No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

### **3.12 VILLAGE'S EXCLUSIVE RIGHTS:**

The VILLAGE reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all proposals in part or in whole;
3. Request additional information as appropriate;
4. Award all or a portion of the Services set forth in the RFP as determined to be in the best interest of the VILLAGE;
5. Reject any or all Proposals if found by the Village Manager or Council not to be in the best interest of the VILLAGE; and/or Reject the sole Proposal in the event of a sole Proposal.

### **3.13. ADDENDA**

The VILLAGE reserves the right to issue addenda to this RFP. Each Proposer shall acknowledge receipt of such addenda in writing. In the event any Proposer fails to acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer. It is the responsibility of each Proposer to verify that it has received all addenda issued before submitting a Proposal to the VILLAGE.

### **3.14. PUBLIC RECORDS**

Upon award recommendation or 30 days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become property of the VILLAGE and shall constitute a "public record" under Florida Law, subject to public disclosure consistent with Chapter 119, Florida Statutes (the "Florida Public Record Law"). Proposers must claim the applicable exemptions to disclosure provided by law in their Proposal to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The VILLAGE reserves the right to make all final determinations of the applicability of the Florida Public Records Law.

### **3.15. PUBLIC ENTITY CRIME**

Pursuant to Florida Statutes Section 287.133(3)(a), all Proposers must sign and complete the Public Entity Crime Sworn Statement attached as Form 4 to this RFP. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **3.16. INSURANCE REQUIREMENTS**

The successful Proposer shall purchase and maintain through the term of its engagement with the VILLAGE such professional liability, workers compensation coverage and other insurance as is appropriate for the Services being performed hereunder by the successful Proposer, its employees or agents. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. The amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

1. Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and The policy must be endorsed to provide VILLAGE with 30 days' written notice of cancellation and/or restriction;
2. General Liability coverage must include:  
\$1,000,000.00 combined limit per claim; and Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

CONTRACTOR shall provide the VILLAGE with certificates of insurance evidencing the coverage required herein. With the exception of the worker's compensation insurance policy and professional liability policy, CONTRACTOR shall provide an endorsement to

the policy naming the VILLAGE as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the VILLAGE.

### **3.17. INDEMNIFICATION**

The CONTRACTOR shall defend, indemnify and save harmless the VILLAGE, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, to the extent caused by the negligent acts or omissions, misfeasance, or malfeasance of the CONTRACTOR, its agents, servants, or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the CONTRACTOR connected with the RFP or the performance of any agreement resulting from this RFP, whether by act or omission of the CONTRACTOR, its agents, servants, employees or others, regardless of the partial fault or negligence of the VILLAGE, it's officers, agents and employees.

3.17.1 CONTRACTOR acknowledges that specific consideration will be paid under this procurement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and agrees to pay for and maintain in force at all times during the term of the Agreement awarded under this RFP, all of the insurance policies required herein.

### **3.18. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions submitted by the Proposer with the Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force or effect and shall be deemed inapplicable to this RFP.

### **3.19. DISQUALIFICATION OF PROPOSERS**

The VILLAGE shall not consider more than one Proposal from any individual, firm partnership, corporation or association operating under the same or different names. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which Proposer is believed to be involved.

### **3.20. ADJUSTMENT, CHANGES AND DEVIATIONS**

Unless expressly provided for in the specifications of the RFP, no adjustments changes or deviations to the RFP will be accepted.

### **3.21. SUBCONTRACTING**

No subcontracting, including employee leasing, shall be permitted without the prior written approval of the Village Manager, which may be given in his or her sole and absolute discretion. Proposers shall include a list of all subcontractors that Proposer intends to utilize in the performance of the Services contemplated in this RFP. If the additional or substitute subcontractors are utilized during the term of the Agreement, a list of the proposed additional or substitute subcontractors shall be presented to the Village Manger for his approval.

### **3.22 EMPLOYMENT OF DISABLED INDIVIDUALS**

The VILLAGE is supportive of the hiring and employment of physically and developmentally disabled persons and strongly encourages the hiring of disabled



persons by VILLAGE contractors. CONTRACTORS shall use their best efforts to employ disabled persons in the performance of the Agreement.

**3.23. Anti-Discrimination**

By responding to this RFP, Proposer 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. Proposer further agrees that is not currently engaged in, nor will it 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.

3.24 Do we need to add Human Trafficking section and affidavit for reference?

**END OF SECTION**

## SECTION 4 - PROCUREMENT

### 4.1 AVAILABILITY OF SOLICITATION DOCUMENTS

This RFP will be made available to interested parties at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154, Monday through Friday from 9:30 a.m. to 4:30 p.m. Proposals shall be submitted in the form required by this RFP. ([www.publicpurchase.com](http://www.publicpurchase.com))

### 4.2 SUBMISSION OF PROPOSALS

#### 4.2.1 COPIES

The Proposal shall contain five complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP. The VILLAGE reserves the right to request additional copies of the Proposal, which shall be provided at no cost to the VILLAGE.

#### 4.2.2 PACKAGING

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate **"RFP NO. 2024-04, JANITORIAL CLEANING SERVICES"**, and shall be submitted to the Village Clerk at Village Hall, 655 96 Street, Bal Harbour Village, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address, and the name and telephone number of the Proposer's contact person. No facsimile, electronic or e-mail responses will be considered.

#### 4.2.3 COSTS OF PREPARATION

The VILLAGE will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal. The VILLAGE is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations.

#### 4.2.4 WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION

Proposals submitted to the Village Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90- calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Village Clerk shall constitute breach by the Proposer.

#### 4.2.5 LOBBYIST

All lobbyists must register with the VILLAGE prior to engaging in any lobbying related to or in connection with this RFP. The lobbying registration requirements of the VILLAGE are set forth in Section 2-301 of the VILLAGE Code.

**4.3 PROPOSAL SUBMISSION DEADLINE**

Proposals must be received by the Village Clerk by the **Proposal Submission Deadline on November 22, 2024, at 3:00 p.m.**, as indicated by the official clock at Village Hall. Sealed Proposals will be opened publicly at Village Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The VILLAGE will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

**4.4 METHOD OF AWARD**

**4.4.1 PROPOSAL EVALUATION AND SCORING**

The Village will open all submittals received prior to the stated deadline and will review all submittals for compliance with the requirements set forth in this RFP. The submittals will be reviewed, evaluated and scored in accordance with the requirements set forth in this RFP. If further information is desired, Proposers may be requested to make additional written submittals and/or oral presentations to the Village. The VILLAGE reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award this RFP in the best interests of the VILLAGE.

**4.5 PROCUREMENT SCHEDULE**

The tentative schedule for this solicitation is as follows:

EVENT	DATE
RFP Issuance	October 18, 2024
Pre-Submittal Site Visit	November 06,2024
Deadline for Questions	November 14, 2024
Proposal Submission Deadline	November 22, 2024
Evaluation Committee Meeting	TBD
Council Recommendation	TBD

**4.6 QUESTIONS AND REQUESTS FOR CLARIFICATION**

The contact person for this RFP shall be

John Oldenburg, Director  
Public Works & Beautification Department  
655 96 Street, Bal Harbour Village, FL 33154  
305-866-4633  
[Joldenburg@balharbourfl.gov](mailto:Joldenburg@balharbourfl.gov)

Any questions or requests for clarification must be made in writing on the [www.publicpurchase.com](http://www.publicpurchase.com) Web-site. E-mail requests are not acceptable. Please send all questions and/or requests for clarification to the Public Purchase Website no later than seven (7) days prior to the Proposal Submission Deadline noted above. Failure to submit requests in writing by the specified time shall not be grounds for a protest. While the written

requirements of this RFP and its amendments are binding, oral communications between Proposers and the VILLAGE are not.

#### 4.7 PROPOSAL FORMAT

Proposals shall be organized and tabbed in accordance with the sections and manner specified below. Hard-copy submittals should be bound and tabbed as set forth below and include a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Respondents should prepare their submittal on 8.5-inch by 11-inch paper. A Proposal may include other materials such as covers, appendices and brochures, but must contain the documents set forth below, each fully completed, and signed as required, in order to be considered responsive.

##### 4.7.1 COVER PAGE

The first page of the Proposal shall indicate that it is a Proposal submitted in response to this RFP, identify the Proposer and its principals, designate one contact person for the Proposal and set forth the Proposer and contact person's address, telephone and facsimile numbers and e-mail address.

##### 4.7.2 TABLE OF CONTENTS

The Proposal table of contents shall outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

##### 4.7.3 INTRODUCTION LETTER

The introduction letter shall summarize the Proposer's qualifications and areas of specialization and shall demonstrate that the Proposer meets each of the Qualitative Criteria set forth in Section 4.7.4 below.

##### 4.7.4 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.

To satisfy the Minimum Qualifications requirement, the Proposal must:

1. Proposer's Experience:  
Indicate the Proposer's years of experience in providing the services. Proposer must have a minimum of five (5) years of experience providing the services to municipalities. Provide a list of current municipalities for which the proposer is providing janitorial services and describe those services;
2. Principal in Charge's Experience:  
Provide a comprehensive summary of the experience and qualifications

of the chief executive of the Proposer. This individual must have completed have a minimum of five years' experience providing janitorial services;

3. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Contract Manager. This individual must have completed a minimum of five (5) years of experience providing janitorial services. This individual must be capable of speaking and making decisions on behalf of the proposer.

4.7.5 QUESTIONNAIRE

Proposer shall complete the Questionnaire attached as Form 1 to this RFP and include its responses to same with the Proposal.

4.7.7 CLIENT REFERENCES

The Proposal shall include a list of a minimum of three client references, each which includes the name, title, company, address, telephone and facsimile numbers and email addresses. By submitting said references, the Proposer authorizes the Village to communicate with the person or firms listed regarding the Proposer's experience in providing the Services.

4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

Each Proposer shall submit, from a minimum of three (3) existing or previous clients, the Performance Evaluation Letter and Survey attached as Form 2 to this RFP. The Proposer shall provide the Evaluation Letter and Survey to its clients and request that the clients submit the completed survey to John Oldenburg at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov) on or before November 22, 2024. Proposers are responsible for ensuring that the required number of clients return completed Performance Evaluation Surveys to the VILLAGE. The VILLAGE reserves the right to verify and confirm any information submitted as part of the Performance Evaluation Survey. Such verification may include, but is not limited to, speaking with clients, reviewing the relevant client documentation, site visitation, and any other method of independently confirming the data submitted.

4.7.9 PRICING

Each Proposer shall complete the Form 6 PRICING and include the completed form with their submittal.

4.7.10 ADDITIONAL FORMS

The Proposer shall complete Forms 3 and 4 attached to this RFP and include the completed forms with their submittal.

The Proposer shall submit an equipment inventory that would be available for utilization in the completion of the services detailed within the scope of services.

**4.8 EVALUATION OF SUBMITTED PROPOSALS**

4.8.1 EVALUATION COMMITTEE

The Evaluation Committee shall meet to evaluate each Proposal in accordance with the Evaluation Criteria established herein. In doing so, the Evaluation Committee may review and score all Proposals received, with or without conducting oral presentations, or review all Proposals received and short-list one or more Proposers to be further considered in oral presentations, using the established criteria.

#### 4.8.2 EVALUATION CRITERIA

The Evaluation Committee shall rank the Responders according to and base its recommendation to the Village Council on the following factors:

- Experience of the Proposer (maximum of 25 points)
- Proposed approach towards the delivery of Services (maximum of 10 points)
- Recent, current, and projected workloads of the Proposer (maximum of 10 points)
- Quality of references (maximum of 15 points)
- Price (maximum of 44 points)

Inspection of the Proposer's facility may be made prior to the award of the Agreement. The VILLAGE may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the VILLAGE.

The VILLAGE may, during the period that the Agreement between the VILLAGE and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this solicitation. Irrespective of the Proposer's performance on any Agreement awarded to it by the VILLAGE, the VILLAGE may place said Agreement on probationary status and implement termination procedures if the VILLAGE determines that the successful Proposer no longer possesses the financial support, equipment, or organizational capacity which would have been necessary during the Proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

### 4.9 PROTEST PROCEDURES

#### 4.9.1 STANDING

Parties that are not actual Proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers, and their representatives, shall not have standing to protest or appeal any determination made pursuant to this section.

#### 4.9.2 PROCEDURE

Protest of Failure to Qualify. Upon notification by the VILLAGE that a Proposer is deemed non-responsive and/or non-responsible, the Proposer who is deemed non-responsive and/or non-responsible may file a protest with the Village Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Village Hall hours are as follows: Monday-Thursday from 9:00 am to 5:00 pm and Friday from 8:00 am to 3:00 pm.)

Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Village Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.

Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Village Clerk, as indicated by the official clock at the Village Hall reception desk.

Protest Bond. Any Proposer filing a protest shall simultaneously provide a Protest Bond to the VILLAGE in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the VILLAGE. The Protest Bond shall be in the form of a cashier's check.

Protest Committee. The Protest Committee shall review all protests. The Village Manager shall appoint the members of the Protest Committee. No member of the Village Council shall serve on the Protest Committee. The Village Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Village Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Village Council. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the Village Council.

Stay of award of Agreement or RFP Process. In the event of a timely protest, the Village Manager shall stay the award of the Agreement or the RFP process unless the Village Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the VILLAGE. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

Appeals to Village Council. Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the Village Council by filing an appeal with the Village Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Village Clerk.

Failure to file protest. Any actual Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest or challenge an award of

an Agreement by the Village Council.



**FORM 1**  
**QUESTIONNAIRE**

Firm Name:			
Firm Address:	Street Address:		
	City:	State:	Zip Code:
Firm Contact	Telephone:	Fax:	
Firm Representative:	Name:		
	Title:		
Representative Contact Info:			
	Telephone:	Fax:	
	Email:		

Firm Type (circle one):    Individual       Partnership       Corporation

If Corporation:  
Date and State of Incorporation:

Date:	State:
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If Foreign Corporation:  
Date and Country of Corporation:

Date:	Country:
-------	----------

Date of Registration with Florida Secretary of State:

Date:
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Resident Agent Name:		
Street:	State:	Zip:

President Name:
Vice President Name:
Treasurer Name:
Board of Director Name:

Date:	Place:
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If Partnership:

Partners Names:
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Date and Place of Organization

On a separate sheet of paper, please provide answers to the following questions:

- Number of years of relevant experience?
- 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.
- Provide an organizational chart for the Proposer firm.
- Describe Proposer's qualifications and experience in the provision of janitorial services.
- Have any agreements held by Proposer for a project ever been canceled or terminated?
- 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?
- Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
- 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?
- Is the Proposer a party to any pending litigation?
- Has the Proposer been a party to any lawsuit filed within the last 10 years?
- Please list any person involved in this Proposal that is not listed above.
- Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
- 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:

*IF INDIVIDUAL*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

WITNESS:

*IF PARTNERSHIP:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

General Partner

By:

Print Name

WITNESS:

*IF CORPORATION:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

By:  
President

(CORPORATE SEAL)

Attest: \_\_\_\_\_

\_\_\_\_\_  
Print Name

## FORM 2

### PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

October 18, 2024

To:

Phone: Fax:

E-mail:

**Re: Performance Evaluation of Janitorial/Cleaning Services**

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To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2024.04, requesting proposals from qualified and experienced janitorial/cleaning 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 janitorial/cleaning services. 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 at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov).

Thank you for your time and effort in this matter.

PERFORMANCE EVALUATION SURVEY VILLAGE OF BAL HARBOUR RFP NO. 2024-04,  
JANITORIAL/CLEANING SERVICES

Company Name:

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Point of Contact:

---

Phone and email:

---

Nature of services provided:

---

Annual Cost \$\_\_\_\_\_

Number of Years with Vendor #\_\_\_\_\_

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 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:

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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 at 655 96 Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov).

### 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:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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.

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.

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 \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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.

This sworn statement is submitted to Bal Harbour Village, Florida.

By: \_\_\_\_\_  
*(Print individual's name and title)*

For: \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

Whose business address is:

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

\_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

Commission expires:

*Printed, typed or  
stamped commissioned  
name of notary public*



### FORM 5 Service Frequencies

Area Requirements	Weekly	Monthly	Annually	Special Notes
<b>Village Hall Reception/Common Areas</b>				Monday -Friday
<b>General Entryway</b>				
Detail entry doors	5x			
Dust/clean furniture	3x			
Wipe handrails and doorknobs	5x			
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill dispensers	5x			
Clean changing table	5x			
Dust light fixtures	5x			
Empty all trash/replace liners	5x			
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds & window areas		2x		
<b>Elevator</b>				
Clean elevator doors and walls	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Vacuum carpeted areas	5x			
Buff Tiled floors			2x	

Area Requirements	Weekly	Monthly	Annually	Special Notes
<b>Administration Offices</b>				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Dust window blinds and windows areas		2x		
Empty master shredder				As needed
Dust all cleared surface areas	5x			
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Empty trash cans	5X			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
Sweep/Mop floors	5x			
Buff Laminate floors			2x	
<b>Building Dept.</b>				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				

Area Requirements	Weekly	Monthly	Annually	Special Notes
<b>Building Dept.</b>				Monday -Friday
Vacuum carpeted areas	5x			
Buff floors			2x	
Sweep/Mop floors	5x			
<b>IT Dept</b>				Daily
<b>Office Areas</b>				
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
<b>Council Chambers-Kitchen-Common Areas</b>				Monday -Friday
<b>Chamber Area</b>				
Properly arrange chamber furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Empty all trash/replace liners	5x			
<b>Kitchen</b>				
Dispose of leftover food if outside	5x			

Area Requirements	Weekly	Monthly	Annually	Special Notes
<b>Council Chambers-Kitchen-Common Areas</b>				Monday -Friday
Clean tables counters	5x			
Clean/disinfect counters and sinks	5x			
Wipe exterior of cabinets	5x			
Wipe/clean all appliances (exterior only),Clean Microwave interior	5x			
Empty all trash/replace liners	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
Sweep/mop floor	5x			
Buff floors			2x	
<b>Finance Department</b>				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>

<b>Finance Department</b>				Monday -Friday
<b>Floors</b>				
Buff Laminate& tiled floors			2x	
Sweep/mop floor	5x			
<b>Capital Projects</b>				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Buff laminate floors			2x	
Sweep/mop floor	5x			
<b>Public Works Administration Trailer</b>				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>

<b>Public Works Administration Trailer</b>				<b>Monday -Friday</b>
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Buff laminate floors			2x	
Sweep/Mop laminate Floor	5x			
<b>General Entryway</b>				
Detail entry doors	5x			
Dust/clean furniture	5x			
Wipe handrails and doorknobs	5x			
<b>Restrooms/Locker Rooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
Clean showers	5x			
<b>Office Areas</b>				
Properly arrange office furniture		1x		Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Kitchen</b>				
Dispose of leftover food if outside	5x			
Dispose of leftover food inside fridge and clean	5x	1x		
Clean tables counters	5x			
Clean/disinfect counters and sinks	5x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>

<b>Public Works Operations Building</b>				<b>Monday -Friday</b>
Wipe exterior of cabinets	5x			
Wipe/clean all appliances (exterior)	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Buff floors			1x	
Scrub Floors		1x		
<b>Security District-Guard House</b>				<b>Daily</b>
<b>Office Areas</b>				
Properly arrange office furniture	7x			Original Positions
Empty all trash/replace liners	7x			
Remove fingerprints from light switches	7x			
Dust all cleared surface areas	7x			
Dust window blinds and windows areas	7x			
Dispose of leftover food inside fridge and clean	7x			
Clean tables counters	7x			
Clean Microwave	7x			
<b>Restroom</b>				
Clean/disinfect counters and surfaces	7x			
Clean mirrors	7x			
Fill paper and soap dispensers	7x			
Clean changing table	7x			
Dust light fixtures	7x			
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>

Security District-Guard House				Daily
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Buff floors			4x	
Sweep/mop floor	7x			
Police Administration				Monday -Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Clean changing table	5x			
Dust light fixtures	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Buff floors			2x	
Police Station/Operations				Daily
<b>General Entryway</b>				
Detail entry glass doors	7x			
Dust/clean furniture	7x			
Wipe handrails and doorknobs	7x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>



Police Station/Operations				Daily
<b>Office Areas</b>				
Properly arrange office furniture	7x			Original Positions
Remove fingerprints from light switches	7x			
Empty all trash/replace liners	7x			
Dust all cleared surface areas	7x			
Dust window blinds and windows areas		2x		
<b>Restrooms/Locker Rooms</b>				
Clean/disinfect counters and surfaces	7x			
Clean mirrors	7x			
Fill paper and soap dispensers	3x			
Dust light fixtures		1x		
Clean showers	7x			
Remove fingerprints from light switches	7x			
Empty all trash/replace liners	7x			
Dust window blinds and windows areas	7x			
<b>Kitchen</b>				
Dispose of leftover food if outside	7x			
Clean/wipe tables, counters and cabinets	7x			
Clean/disinfect counters and sinks	7x			
Wipe/clean all appliances (exterior)	7x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	7x			
Buff floors			2x	
Sweep/Mop floors	7x			

**BAL HARBOUR WATERFRONT PARK**  
**1st Floor**

Room	Scope of Work	Daily	Weekly	Other
Foyer, Reception Areas	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, framed artwork, display racks, tables, fire extinguisher wall unit, etc.), blinds, and baseboards	X		
	Vacuum carpeted floors and area rugs after removing large debris (that can damage vacuum)	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	***Clean all glass doors-interior and exterior w/squeegee only, pushbars	X		
	Dust frames	X		
	***Clean windows-interior and exterior w/squeegee only		X	
Restrooms	Dust and polish all furnishings	X		
	Sweep and mop (disinfect/sanitize w/ disinfectant solution)	X		
	Clean mirrors	X		
	Wipe and disinfect/sanitize faucet fixtures, hand dryers	X		
	Disinfect/sanitize restroom facilities (toilets, toilet seats, urinals, fixtures)	X		
	Refill toilet paper, paper towels, seat covers, and soap dispensers	X		
	Clean (disinfect/sanitize) all restroom partitions / dividers / wall	X		
	Check for and remove all graffiti	X		
	Clean (disinfect/sanitize) baby changing stations	X		
	Empty trash and wax bags, and replace with new liners and wax bags	X		
	Clean all entry doors including handles and hardware	X		
	Deep clean of floors, walls, and ceiling (including grout)			1x/month
	Replace urinal screen and deodorant blocks		as needed	
	Elevator, Elevator Hallway	Sweep and mop floors	X	
Disinfect/sanitize handrails		X		
Clean and disinfect/sanitize inside and outside of elevator walls and doors with stainless steel product		X		
Check for and remove all graffiti		X		
Buff Floors				1x/year

1st Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Hallways, Common Areas	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, etc.), blinds, and baseboards	X		
	Sweep and mop floors	X		
	Clean and polish all drinking fountains	X		
	Dust display boards	X		
	***Clean windows-interior and exterior w/squeegee only		X	
	Buff floors			1x/year
Kitchen	Dust all furnishings (including tv), top of cabinets, and baseboards	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	Clean and disinfect/sanitize sinks, faucet fixtures, countertops, tables, refrigerator, coffee machine (exterior- use stainless steel product)	X		
	Refill paper towels	X		
	Clean and disinfect/sanitize microwave		X	
	Clean all entry & storage doors, cabinets and drawer faces including handles and hardware		X	
	Clean out inside of refrigerator (specific date provided by BHV)			1x/month
	Clean out inside of freezer (specific date provided by BHV)			2x/year
Multipurpose Room	Dust all furnishings (including fire extinguisher wall units), baseboards	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	***Clean all glass doors-interior and exterior w/squeegee only, pushbars	X		
	Clean all entry and storage doors including handles and hardware	X		
	***Clean windows, window frames-interior and exterior w/squeegee only, window sills		X	
	Buff Floors			1x/year

1st Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Indoor Playground	Dust all furnishings (including countertops, baseboards)	X		
	Clean wooden benches with germicidal solution	X		
	Vacuum Floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	Clean all entry doors including handles and hardware	X		
	***Clean glass doors/windows-interior and exterior (circular along interior wall, and rectangular windows/doors along exterior wall)	X		
Stairwells	Sweep and mop floors	X		
	Clean all entry doors including handles and hardware	X		
	Clean (disinfect/sanitize) handrails and walls	X		
	Check for and remove graffiti	X		
2nd Floor				
Room	Scope of Work	Daily	Weekly	Other
Offices, Cubicles, Work Stations	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, tv, etc.), blinds, and baseboards	X		
	Vacuum carpeted floors	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	Clean and disinfect/sanitize all phones	X		
	***Clean windows-interior and exterior w/squeegee only		X	
	Clean all entry doors including handles and hardware		X	
	Buff Floors			1x/year
Hallways, Common Areas	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, etc.), blinds, and baseboards	X		
	Sweep and mop floors	X		
	Clean and polish all drinking fountains	X		
	Dust display boards	X		
	***Clean windows-interior and exterior w/squeegee only		X	
	Strip and wax floors			1x/year

2nd Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Restrooms	Dust and polish all furnishings	X		
	Sweep and mop (disinfect/sanitize w/ disinfectant solution)	X		
	Clean mirrors	X		
	Wipe and disinfect/sanitize faucet fixtures, hand dryers	X		
	Disinfect/sanitize restroom facilities (toilets, toilet seats, urinals, fixtures)	X		
	Refill toilet paper and soap dispensers	X		
	Clean (disinfect/sanitize) all restroom partitions/dividers/wall	X		
	Check for and remove all graffiti	X		
	Clean (disinfect/sanitize) baby changing stations	X		
	Empty trash and wax bags, and replace with new liners and wax bags	X		
	Clean all entry doors including handles and hardware	X		
	Deep scrubbing/clean of tile floors, walls, and ceiling, including grout			1x/month
	Replace urinal screen and deodorant blocks	as needed		
Multipurpose Room/Teen Room/Exercise Room	Dust all furnishings (including fire extinguisher wall units), baseboards	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	***Clean all glass doors-interior and exterior w/squeegee only, pushbars	X		
	Clean all entry and storage doors including handles and hardware	X		
	***Clean windows, window frames-interior and exterior w/ squeegee only, window sills		X	
	Clean Mirrors in Exercise Room		X	
	Buff Floors			1x/year

2nd Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Breakroom	Dust all furnishings (including tv), top of cabinets, and baseboards	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	Clean and disinfect/sanitize sinks, faucet fixtures, countertops, tables, refrigerator, coffee machine (exterior- use stainless steel product)	X		
	Refill paper towels	X		
	Clean and disinfect/sanitize microwave		X	
	Clean all entry & storage doors, cabinets and drawer faces including handles and hardware		X	
	Clean out inside of refrigerator (specific date provided by BHV)			1x/month
	Clean out inside of freezer (specific date provided by BHV)			2x/year
Elevator, Elevator Hallway	Sweep and mop floors	X		
	Disinfect/sanitize handrails	X		
	Clean and disinfect/sanitize inside and outside of elevator walls and doors with stainless steel product	X		
	Check for and remove all graffiti	X		
	Deep scrubbing/clean of tile floors including grout			1x/month
Stairwells	Sweep and mop floors	X		
	Clean all entry doors including handles and hardware	X		
	Clean (disinfect/sanitize) handrails and walls	X		
	Check for and remove graffiti	X		
3rd Floor				
Room	Scope of Work	Daily	Weekly	Other
Hallways, Common Areas	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, etc.), blinds, and baseboards	X		
	Sweep and mop floors	X		
	Clean and polish all drinking fountains	X		
	***Clean windows-interior and exterior w/squeegee only		X	
	Dust display boards	X		
	Buff floors			1x/year

3rd Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Restrooms	Dust and polish all furnishings	X		
	Sweep and mop (disinfect/sanitize w/ disinfectant solution)	X		
	Clean mirrors	X		
	Wipe and disinfect/sanitize faucet fixtures, hand dryers	X		
	Disinfect/sanitize restroom facilities (toilets, toilet seats, urinals, fixtures)	X		
	Refill toilet paper, paper towels, seat covers, and soap dispensers	X		
	Clean (disinfect/sanitize) all restroom partitions/dividers/wall	X		
	Check for and remove all graffiti	X		
	Clean (disinfect/sanitize) baby changing stations	X		
	Empty trash and wax bags, and replace with new liners and wax bags	X		
	Clean all entry doors including handles and hardware	X		
	Deep clean of floors, walls, and ceiling (including grout)			1x/month
	Replace urinal screen and deodorant blocks	as needed		
<b>Elevator, Elevator Hallway</b>				
Elevator, Elevator Hallway	Sweep and mop floors	X		
	Disinfect/sanitize handrails	X		
	Clean and disinfect/sanitize inside and outside of elevator walls and doors with stainless steel product	X		
	Check for and remove all graffiti	X		
	Buff Floors			1x/year
<b>Kitchen</b>				
Kitchen	Dust all furnishings (including tv), top of cabinets, and baseboards	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	Clean and disinfect/sanitize sinks, faucet fixtures, countertops, tables, refrigerator, coffee machine (exterior- use stainless steel product)	X		
	Refill paper towels	X		
	Clean and disinfect/sanitize microwave		X	
	Clean all entry & storage doors, cabinets and drawer faces including handles and hardware		X	
	Clean out inside of refrigerator (specific date provided by Village)			1x/month
	Clean out inside of freezer (specific date provided by BHV)			2x/year

3rd Floor (cont'd)				
Room	Scope of Work	Daily	Weekly	Other
Stairwells	Sweep and mop floors	X		
	Clean all entry doors including handles and hardware	X		
	Clean (disinfect/sanitize) handrails and walls	X		
	Check for and remove graffiti	X		
Miscellaneous				
All air vents	Dust clean all A/C vents		Quarterly	

General	Ensure that all doors to all rooms are securely closed and lights are off at the completion of each room
	Set alarm before you leave
	If no BHV personnel is present, notify BHV contact list immediately if there is an issue w/the alarm
	Manually lock the front doors in the event that the alarm cannot be set
	Lock gates as you exit
Key	***"w/ squeegee only" is used to note that there should not be any streaks left on glass



FORM 6 PRICING

Location	Per Service Cost	Monthly Cost	Annually
<b>Village Hall</b>			
Administration Offices			
Village Council Chambers			
Reception Area			
I.T. Office			
Finance Department			
Building Department			
Other Work Space Areas			
Kitchen			
Tourism Office			
Elevator			
Restrooms			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			
<b>Public Works Administrative Trailer</b>			
Office Areas			
Restroom			
Floors			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			
<b>Public Works Operations Building</b>			
General Entryway			
Office Areas			
Conference Room			
Restrooms/Locker Rooms			
Kitchen			
Floors			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			

<b>Waterfront Park &amp; Community Center</b>			
1st Floor: Reception/Lobby Area			
1st Floor: Large Multipurpose Room			
1st Floor: Indoor Playground			
1st Floor: Restrooms (Women's, Men's, Family)			
1st Floor: Kitchen/Service Corridor			
1st Floor: Elevator/Elevator Landing			
1st Floor: Stairwells (1 & 2)			
2nd Floor: Multipurpose Room			
2nd Floor: Teen Room			
2nd Floor: Exercise Room			
2nd Floor: Offices (3)			
2nd Floor: Restrooms (Women's & Men's)			
2nd Floor: Breakroom			
2nd Floor: Elevator Landing			
2nd Floor: Stairwells (1 & 2)			
3rd Floor: Terrace			
3rd Floor: Restrooms			
3rd Floor: Kitchen/Corridor			
3rd Floor: Elevator Landing			
3rd Floor: Stairwells (1 & 2)			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			
<b>Police Annex/Administration</b>			
General Entryway			
Office Areas			
Restrooms			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			
<b>Police Station/Operations</b>			
General Entryway			
Restrooms/Locker Rooms			
Kitchen			
Elevators			

<b>Police Station/Operations</b>			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost Annually</b>			
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners			
Supervisor			
<b>Total Cost All Areas Non-Guardhouse</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Security Guardhouse</b>			
General Entryway			
Office Area			
Restroom			
Kitchen Area			
<b>Total Cost Per Service</b>			
<b>Total Cost Monthly</b>			
<b>Total Cost All Guardhouse Areas</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners			
Supervisor			
<b>Total Cost All Areas Combined</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

# Form 07

## Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: \_\_\_\_\_ (“Vendor”)

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: \_\_\_\_\_

Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CleanSpace 2024

11/22/2024



## PREPARED FOR:

Bal Harbour

655 96 Street, Bal Harbour Village, FL 33154

John Oldenburg


Joldenburg@balharbourfl.gov

# PROPOSAL

"Our Mission is to empower our employees to deliver clean spaces that positively impact the operations of businesses and communities."

CleanSpaceOnline.com 

800.499.0116 

3764 NW 124th Avenue  
Coral Springs, FL 33065 

# Table of Contents

<b>Cover Letter</b>	<b>Page Number</b>
Executive Summary	2
<b>Clean Space History</b>	3
<b>Experience &amp; Qualifications</b>	
Related Experience & Clean Space Locations	4
Clean Space References	5-6
Service Initiation Strategy	7-9
Cleaning Crews & Management Team	10-11
<b>Training &amp; Info</b>	
Safety & On the Job Training	12-13
Financial Stability	14
Uniforms	15
Resumes	16-17
<b>Forms</b>	
Certificate of Insurance	18
W9 Form	19
Sunbiz	20-21

# Executive Summary

To Whom It May Concern,

We are pleased to submit our bid to Bal Harbour, we have included all the necessary documents in this bid package. Bal Harbour attention to our submission is greatly appreciated.

Clean Space is headquartered in Coral Springs, Florida, but we service the entire state of Florida with satellite offices in central, west, and North Florida. We are an owner-managed business dedicated to delivering top-quality cleaning services and providing an outstanding customer experience. Our Federal Tax ID Number is 32-0338631.

Our investment in advanced technology, including our own custom facility management software, distinguishes us in the industry by enhancing transparency and efficiency across our operations, enabling us to consistently deliver quality service and an exceptional customer experience, features include:

1. **Clock-In/Out System:** Our cleaners use GPS-enabled smartphones to accurately record their work hours.
2. **Customized Cleaning Tasks:** Cleaners can access their specific cleaning tasks through our app, which can be translated into their native language and tailored to their role and location.
3. **Supervisory Alerts:** Supervisors are promptly notified when cleaners are running late for a shift or when new work orders are created, allowing for swift action.
4. **Supply Requests:** Cleaners can conveniently request supplies through our smartphone app.
5. **Inspection Reports:** Supervisors perform inspections directly from the app, and clients receive detailed PDF reports via email, complete with photos, comments, and recommendations.
6. **Client Communication:** Clients can download our app to use to submit service requests, and send feedback, or comments, with our commitment to receiving a response within 10 minutes or less.

We are proud to offer all these capabilities *at no additional cost to our clients*. Clean Space is fully prepared to efficiently and accountably meet and exceed your facility cleaning needs.

Sincerely,



Matt Giunco  
CEO

# Clean Space History

**Company Name:** Clean Space Inc.

**Established:** April 11, 2011

**Headquarters:** Coral Springs, Florida

**Areas Serviced:** State of Florida

## Services Provided:

Clean Space Inc. provides comprehensive janitorial services, specializing in government facilities, commercial buildings, office spaces, and multi-family residential complexes. We serve over 200 cities and counties and have more than 900 clients across Florida, maintaining a client retention rate of 97%. Our operations are designed to accommodate large-scale projects, including stadiums, airports, convention centers, and parks and recreation facilities, with the ability to respond quickly, even on short notice.

## Certifications & Technology:

We are committed to sustainability through green cleaning practices. Our technology ensures accountability, including GPS-locked locations for employees, automated inspections sent directly via email, and real-time online tracking of work orders. These systems allow us to maintain transparency and ensure the highest level of service.

## Workforce & Training:

With over 750 employees, Clean Space Inc. maintains a well-trained workforce. Every employee undergoes a rigorous 3-day bootcamp to familiarize themselves with the specific needs of the facility they are assigned to. This ensures our team is well-prepared and focused on delivering top-tier cleaning services.

## Notable Projects:

Clean Space Inc. has provided janitorial services for major venues such as stadiums with capacities of up to 80,000 people, airports, and convention centers. These projects demonstrate our ability to manage large-scale, high-demand environments. For more details, please refer to the sections on related experiences.

## Core Values (SPIRIT):

- **Service:** Provide exceptional services.
- **People:** Support and value our employees.
- **Integrity:** Always do what is right.
- **Results:** Focus on meeting and exceeding goals.
- **Inspiration:** Inspire and motivate our teams.
- **Teamwork:** Work together and support one other.

## Mission Statement:

"To empower employees to deliver clean spaces that positively impact businesses and communities."



# Related Experience & Clean Space Locations

Clean Space proudly serves hundreds of locations in Florida since 2011, our team boasts over three decades of combined experience in the commercial cleaning industry. We have earned a well-deserved reputation in the janitorial sector for our professionalism, extensive industry knowledge, exceptional courtesy, swift response times, and unwavering reliability.

Our track record includes successfully managing accounts encompassing over 2,000,000 square feet throughout Florida, and we have extensive familiarity with facilities similar to those in Bal Harbour.

Clean Space provides services to a great number of public institutions and locations such as City Halls, Police Departments and Public Parks and Recreation, Clean Space's current clients include:

• Indian River County	• Fort Lauderdale	• Pinellas County
• Boynton Beach	• Clearwater	• West Melbourne
• Florida's Turnpike	• Town of Jupiter	• Pembroke Park
• Martin County	• Sebastian	• Hallandale Beach
• Miami Dade County	• Bal Harbor	• Florida Wildlife & Fish
• Sarasota County	• South Miami	• Dania Beach
• North Port	• Vero Beach	• Coral Gables
• Village of Indiantown	• Village of Royal Palm Beach	• Fort Pierce
• Lauderhill	• The Bay	• Hialeah
• Juno Beach	• Broward Housing Authority	• Hollywood
• Miami Dade Police Department	• Miami Animal Service	• The College of the Florida Keys

## CORPORATE HEADQUARTERS

3764 NW 124TH AVE

CORAL SPRINGS

FLORIDA, 33065

## SATELLITE OFFICE LOCATIONS

2000 16TH AVENUE	VERO BEACH	FLORIDA, 32960
2308 SW ABALONE CIRCLE	PORT SAINT LUCIE	FLORIDA, 34953
3655 KELLER CIRCLE	TARPON SPRINGS	FLORIDA, 34688
2100 EAST LAUREL STREET	SARASOTA	FLORIDA, 34237

# Clean Space References

Clean Space acknowledges and comprehends Bal Harbour requirements, which include the authority to assess our proposal based on our historical performance and prior interactions with Bal Harbour, as part of our experience criteria.



MARTIN COUNTY PARKS & RECREATION			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	500,000	51	\$250,000
<b>CONTACT:</b> Parks Mgr.	Steve Monteith - 772.285.0530 - Smonteit@martin.fl.us		
<b>CONTRACT TERM:</b>	2017 - Ongoing		



INDIAN RIVER COUNTY			
Janitorial Services	170,000	8	\$190,000
<b>CONTACT:</b> Purchasing Mgr.	Chuck Belcher - 772.538.8113 - Cbelcher@ircgov.com		
<b>CONTRACT TERM:</b>	2020 - Ongoing		



BOYNTON BEACH			
SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	500,000	49	\$700,000
<b>CONTACT:</b> Deputy Director	Annalie Holmes - 561-895-1322 - holmesa@bbfl.us		
<b>CONTRACT TERM:</b>	2017 - Ongoing		



**CITY OF NORTH PORT**

Janitorial Services	600,000	20	\$300,000
<b>CONTACT:</b> Facilities Mgr.	Kim Humphrey - 941.223.2900 - Khumphrey@northportfl.gov		
<b>CONTRACT TERM:</b>	2022 - Ongoing		



**THE COLLEGE OF THE FLORIDA KEYS**

SERVICE TYPE:	TOTAL SQUARE FOOT:	NUMBER OF LOCATIONS:	ESTIMATED COST PER YEAR:
Janitorial Services	250,000	5	\$300,000
<b>CONTACT:</b> Maint. Mgr	Matthew Wells 941.223.2900 - Matthew.wells@cfk.edu		
<b>CONTRACT TERM:</b>	2022 - Ongoing		

The following locations are existing client sites with ongoing daily service and active contracts in place. **Additional references can be provided upon request.**

# Service Initiation Strategy

Clean Space will make sure that we do everything the contract says we should. We have very experienced team of managers, supervisors, and leaders who will help with the transition to ensure things go smoothly. Bal Harbour satisfaction and the quality of our janitorial services are very important to us.

Clean Space will strictly adhere to the requirements outlined in Bal Harbour. Our teams will receive comprehensive training covering all aspects of facility maintenance, including regular janitorial tasks and specialized services like carpet cleaning and floor waxing.

We will establish a cleaning schedule and assign shifts well in advance of the start date. Additionally, we will deliver all necessary cleaning equipment, agents, and supplies before the commencement of our services. Clean Space takes pride in ensuring a smooth startup phase.

Clean Space, Inc. is fully committed to delivering the services specified in Bal Harbour as required.

## PREPARATION BEFORE SERVICE BEGINS

Before we commence with our cleaning services, several important steps will be taken to ensure a smooth and effective start:

1. **Cleaning Schedules:** We will create individual schedules for each of our cleaning team members at all serviced locations. These schedules will be shared with you for your review and final approval.
2. **Staff Training:** Our cleaning staff will receive training on the layout of the facility, including the specific areas where cleaning services are required and the locations of cleaning supply closets. If necessary, our staff will also be trained on how to securely lock and secure the building at night.
3. **Staff Information:** Before we begin our services, we will provide you with a list of our staff members' names. Our objective is to make the transition period as seamless as possible, ensuring that you receive quality service and exceptional customer care right from day one.

These preparatory measures are part of our commitment to delivering high-quality janitorial services and ensuring your satisfaction with our services from the very beginning.

## SUPPLIES, EQUIPMENT & WORK HOURS

Clean Space is committed to ensuring a comprehensive work plan that covers all aspects of your janitorial needs:

1. **Cleaning Supplies and Equipment:** We will provide all the necessary cleaning agents and equipment as per the contract requirements. This includes a full range of cleaning products and tools to effectively complete the job.
2. **Consumable Supplies:** If required by the contract, Clean Space will also supply consumable items such as paper products, plastic products, and soap. Before placing our first order, we will provide you with samples of these products for your approval to ensure their quality meets your standards.
3. **Service Hours:** Clean Space will service all locations specified in the contract, whether during the day or at night. We are flexible and will adhere to the scheduled days and hours outlined in the contract based on your preferences and requirements.

Our goal is to provide a comprehensive and hassle-free janitorial service that includes everything you need to maintain a clean and hygienic environment for your facilities. We are dedicated to meeting your expectations and ensuring the highest level of service quality.

## MANAGEMENT TEAM

Clean Space is dedicated to providing top-notch janitorial services, and to ensure this, we have a comprehensive supervision and management plan in place:

3. **Dedicated Supervisor:** We will assign a dedicated supervisor who will oversee and train our staff at all locations. Their role includes ensuring the quality of work, facilitating the onboarding process for new cleaners, and addressing any issues or concerns promptly.
4. **Project Manager:** In addition to the supervisor, a project manager will be assigned to your account. The project manager will serve as the main point of contact and oversee the overall management of the cleaning services.
5. **Direct Communication:** For your convenience, we will provide you with a direct contact number to reach the project manager and/or supervisor. This direct line of communication ensures that you can easily get in touch with us for any questions, feedback, or immediate needs.

Our commitment to effective supervision and management is designed to guarantee the highest level of service quality and to provide you with direct access to our team whenever necessary. Your satisfaction is our priority.

## INSPECTION PROCEDURES

To ensure the highest standards of cleanliness and service quality, Clean Space has implemented a rigorous inspection process:

1. **Unannounced Inspections:** Our project manager and supervisor will conduct unannounced inspections at various times throughout the day. This approach ensures that Clean Space staff remains alert and unaware of when inspections will take place, promoting consistent performance.
2. **Smart Tablet Technology:** Our managers and supervisors will utilize dedicated smart tablets for inspections. These tablets are equipped with custom-made inspection forms tailored to each serviced location. During inspections, they will capture pictures and provide comments as needed.
3. **Instant Reporting:** After each inspection, the findings, including pictures and comments, will be uploaded onto the smart tablets. Instantly, PDF reports summarizing the inspection results will be generated and sent directly to the client via email.

This proactive inspection process guarantees that we maintain a high level of service quality and enables prompt action to address any issues or areas in need of improvement. Clean Space is dedicated to transparency and accountability in delivering exceptional janitorial services.

## FIRST DAY AND THE FIRST WEEK OF SERVICE

During the first day and week of our service, Clean Space is committed to providing you with an exceptional experience:

**First Day:**

- At no additional cost to you, we will deploy additional cleaning teams to perform an initial deep cleaning of your facility. This special service is extended to all our new clients.
- Our goal is to create an immediate and noticeable improvement in the cleanliness of your space, ensuring that your personnel can experience the difference right from day one.

**First Week:**

- Throughout the first week, we will continue to maintain a heightened level of cleaning to help your facility reach the desired standard.
- This approach helps alleviate the initial challenges and workload that come with learning the nuances of a new facility, making the transition smoother for our regular cleaning teams.

Our commitment to providing this startup and phase-in schedule demonstrates our dedication to delivering top-quality janitorial services and ensuring your satisfaction from the very beginning of our partnership.

**LIST OF EQUIPMENT TO BE PROVIDED TO BAL HARBOUR**

ITEM NUMBER:	DESCRIPTION:	BRAND:	QUANTITY:	MODEL NUMBER:
1	Cargo Van	Nissan	2	Nv200
2	Pasenger Vehicle	Ford	1	Fiesta
3	High Speed Burnisher	Advance	2	Pacesetter 20HD
4	Low Speed Floor	Advance	2	Pacesetter 17
5	Pressure Washer	Dewalt	1	3500 PSI
6	Carpet Cleaning Extractor	Viper	1	Viper 500 PSI
7	Wet Vaccums	Rigid	1	5HP Model
8	Janitorial Cart	Rubbermaid	To be determined	Brand New
9	Brute Wheeled Buckets	Rubbermaid	To be determined	Brand New

In addition to the mentioned items, Clean Space will also provide the following items to enhance our cleaning services:

1. **Color-Coded Rags and Mop Heads:** We will supply color-coded rags and mop heads to prevent cross-contamination, ensuring that cleaning materials are used appropriately in designated areas. This practice helps maintain a high standard of cleanliness and hygiene.
2. **Customized Cleaning Agents:** We will furnish cleaning agents tailored to meet the specific requirements outlined in the bid document provided by Bal Harbour. Our goal is to ensure that the cleaning products used are in accordance with your preferences and standards.
3. **General Cleaning Utensils:** Our comprehensive service includes the provision of general cleaning utensils such as brooms, dust pans, pick-up tools, dusters, and other necessary equipment. These tools are essential for maintaining a clean and well-kept environment.

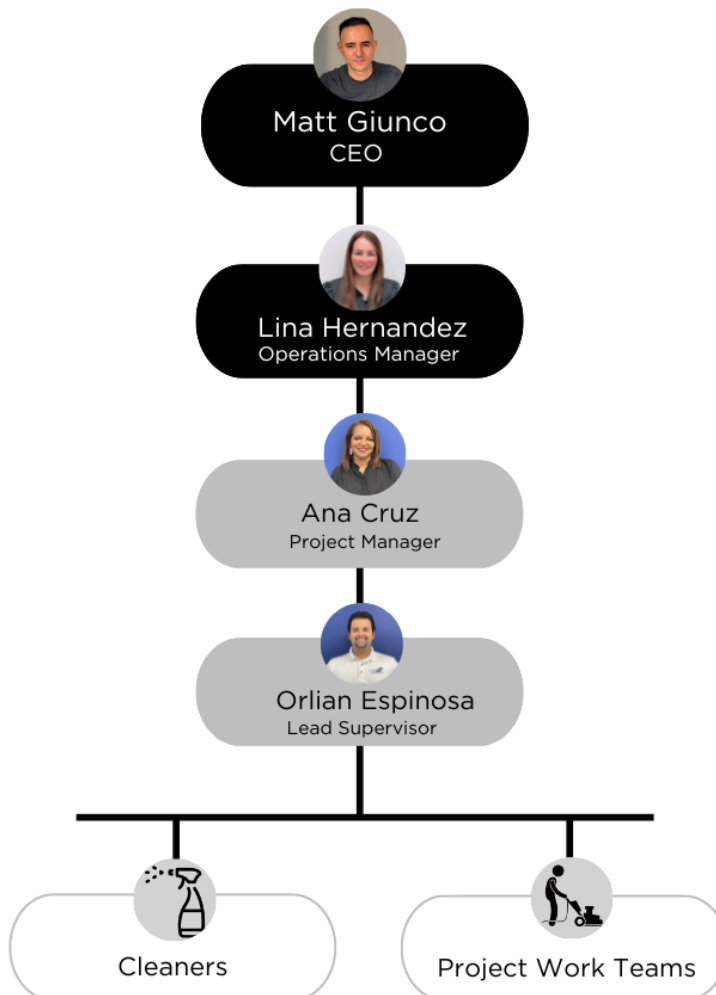
# Cleaning Crews & Management Team

Clean Space acknowledges that the management team and key team members designated for Bal Harbour, as detailed above, will not be replaced or substituted without obtaining explicit consent from Bal Harbour. Additionally, Clean Space ensures that the assigned managers, supervisors, and team leaders possess proficiency in both English and Spanish, encompassing speaking, writing, and reading abilities.

Clean Space also affirms that the individuals listed below will carry out all necessary background checks, including level 2 background checks. Please refer to the proposed organizational chart for this project provided below.



## ORGANIZATIONAL CHART FOR THIS BID



Effective onsite management is vital for a successful outcome of this cleaning project. Clean Space will have an experienced Project Manager and supervisory team. Together, they will oversee our operations for Bal Harbour, including routine, periodic, and particular event tasks. The bullet list below details our staffing plan and responsibilities for each role.

### **PROJECT MANAGER:**

- Oversees service delivery and ensures service quality.
- Acts as the primary on-site contact for facility administration.
- Ensures appropriate staffing levels for recurring tasks.
- Conducts regular inspections to maintain quality standards.

### **LEAD SUPERVISOR:**

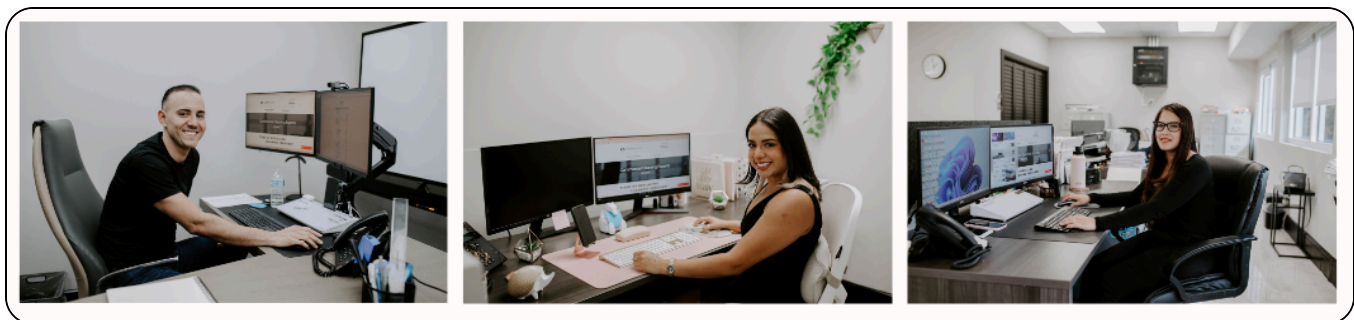
- Supervises and guides service workers in their duties.
- Organizes and coordinates staff training activities.
- Ensures sufficient staffing levels for periodic tasks.
- Conducts routine inspections to monitor work quality.

### **CLEANING CREWS & FLOOR TECHS (DAY & NIGHT):**

- Assigned to buildings based on square footage requirements.
- Maintains cleanliness in restrooms and common areas throughout the day.
- Adheres to standard procedures for Park Restroom maintenance as per the assigned scope of services.
- Assists with setting up and dismantling special events.
- Performs nightly cleaning duties by the specified scope of services.

### **Support from Offsite Management**

In addition to our onsite team, we have offsite support staff to provide extra resources and oversight, further ensuring the quality of our services. Our offsite team handles administrative tasks like payroll, human resources, recruitment, special services scheduling, and quote creation, allowing seamless day-to-day operations.





# Safety & On the Job Training

At Clean Space, we understand that employee training is the cornerstone of accident prevention and safety awareness in our janitorial services. We believe that by investing in developing our team's safety knowledge, we can significantly reduce accidents and create a secure working environment. Here's how we personalize our approach:

## SAFETY TRAINING

Here are essential safety rules and practices that all employees at Clean Space are trained on and must adhere to, regardless of their work assignment:

1. **Safety in Movement:** Avoid running, watch your step, and maintain balance to prevent accidents.
2. **Emergency Preparedness:** Familiarize yourself with evacuation procedures and the location of fire extinguishers, fire alarms, and emergency equipment.
3. **Prompt Reporting:** Report hazardous conditions, broken equipment, and defective tools immediately to your supervisor, principal, or superintendent for prompt correction.
4. **Electrical Safety:** Never overload electrical circuits; avoid plugging heating appliances into surge protectors.
5. **Professional Conduct:** Maintain professionalism; avoid horseplay, fighting, teasing, or practical jokes in the workplace.
6. **Proper Equipment Use:** Use designated ladders or work platforms; never substitute with chairs, carts, or other items.
7. **Equipment Handling:** Seek operating instructions for unfamiliar machinery, return tools to their proper places, and disconnect electrical cords safely.
8. **Stairway Safety:** Use handrails when navigating stairways.
9. **Glass Handling:** When handling broken glass, use a dustpan; for particles, wear gloves or a wet paper towel—never touch with bare hands.
10. **Spill Management:** Immediately clean up spills, regardless of the responsible party. If unable to clean, report it promptly.
11. **Safe Storage:** Use authorized safety containers to store combustible, flammable, or hazardous materials in approved cabinets or rooms.
12. **Information Access:** Material Safety Data Sheets (MSDSs) will always be available in-app and closet.
13. **Ladder Safety:** Inspect and set up ladders properly before use.
14. **Zero Tolerance:** Alcohol, narcotic drugs, or derivatives are strictly prohibited in the workplace and may lead to immediate termination.
15. **Ask When Unsure:** Use common sense; don't hesitate to ask if you're uncertain.
16. **Lift with Care:** Lift objects correctly and within your capacity to prevent injuries.

On-the-job injuries, employees must promptly report accidents to their supervisor. Failure to do so may delay the processing of claims. Clean Space is committed to ensuring our employees safety, and we promptly report accidents requiring medical treatment to the appropriate authorities. Our employees safety and well-being is our top priority.

## ON THE JOB TRAINING

Clean Space is committed to delivering exceptional services. Our training program ensures our staff's proficiency in providing the services you need. Here's a concise overview of our training process:

### 1. Orientation and Onboarding:

- Comprehensive onboarding covers company policies, roles, and cleaning procedures.

### 2. Task Analysis and Demonstrations:

- We analyze and demonstrate specific cleaning tasks and procedures about the cleaning duties.

### 3. Practical Application and Supervision:

- New employees practice under supervision for efficient and effective performance.

### 4. Equipment and Chemical Training:

- Training includes safe handling of cleaning equipment and chemicals.

### 5. Quality Assurance:

- Staff is trained to maintain high cleanliness and quality standards by following custom cleaning checklists.

### 6. Specialized Training:

- We provide specialized training for unique cleaning requirements such as uncommon cleaning services like carpet cleaning strip wax.

### 7. Communication and Reporting:

- Training includes effective communication and prompt issue reporting.

### 8. Documentation and Continuous Learning:

- We maintain records and ensure ongoing training for up-to-date practices. We retrain existing staff every three months to ensure they are up to date with all of the requirements listed here in this section.

Rest assured, Clean Space's well-trained staff is dedicated to providing exceptional janitorial services tailored to your facility's needs. Your satisfaction and a clean environment are our top priorities.



# Financial Stability

Clean Space is well-equipped to meet the financial requirements outlined by Bal Harbour. Our strong financial position enables us to pay our employees and suppliers on time consistently.

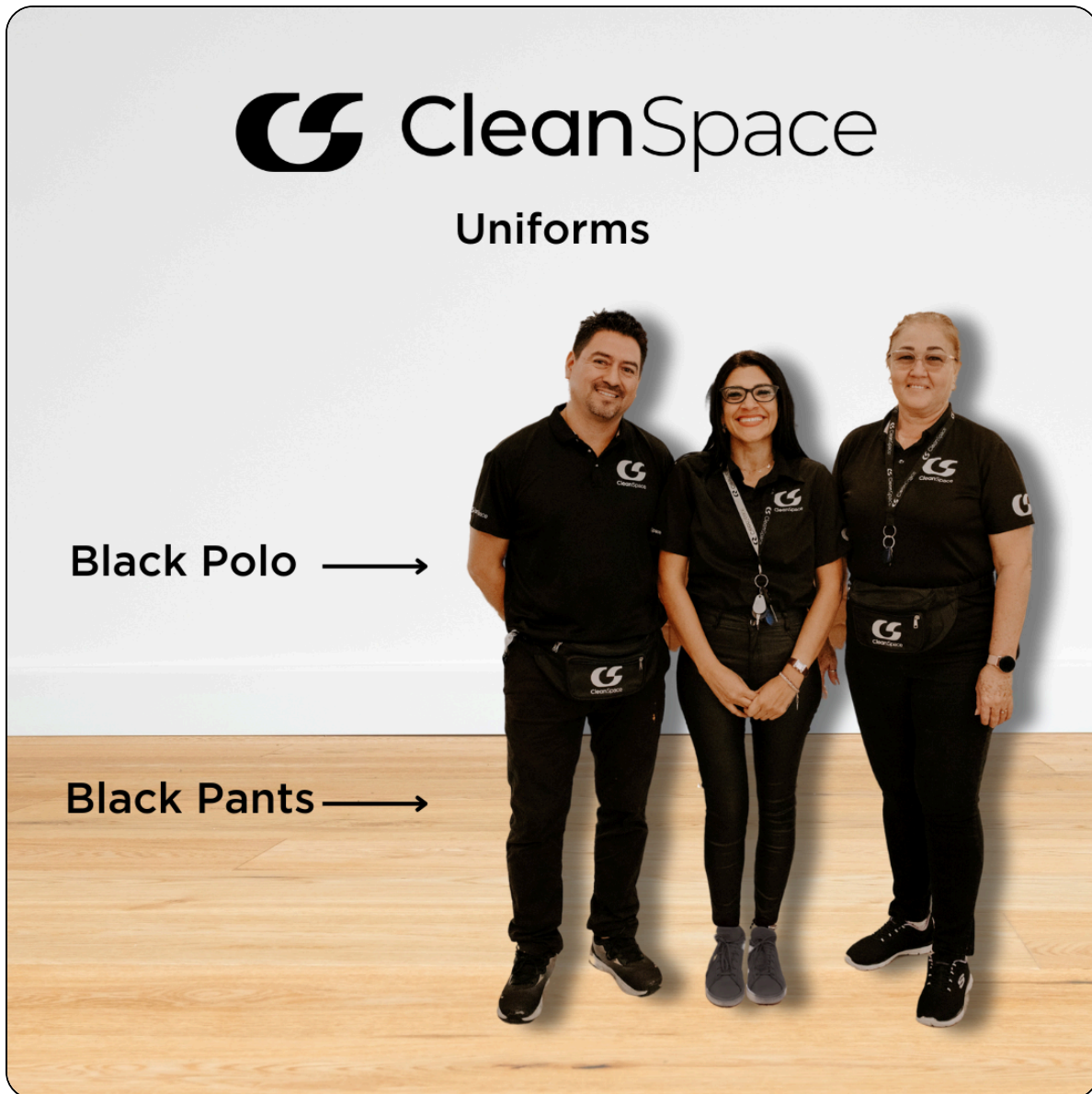
As of 2023, our annual revenue stands at \$18 million, and our customer billings vary from \$5,000 per month to over \$250,000 per month, showcasing our ability to effectively serve clients of all sizes.

Furthermore, we have access to a \$2 million revolving line of credit available for use at any time. This credit line currently maintains a \$0 balance, providing us with a safety net, especially when dealing with clients with extended payment terms.

Clean Space is fully prepared to fulfill all financial obligations associated with Bal Harbour. We are also ready to provide tax returns and financial statements upon request, demonstrating our financial stability and reliability.

# Uniforms

Providing uniforms to employees may seem simple, but its importance cannot be overstated. Uniforms are more than just pieces of clothing; they are a symbol of a company's commitment to professionalism, unity, and brand identity. All employees servicing Bal Harbour will be uniformed; see the below image for what our staff uniforms.



# Resumes

## **Matt Giunco**

**Operations Manager - Clean Space, Inc.**

Parkland, FL 33076

mattgiunco@icloud.com - 9548805188

To obtain employment with a Company that will allow me to use all my skills and abilities.

### Abilities

- Bookkeeping skills
- More than 15 years of Account management experience
- Work well under pressure
- Computer literate (M/S Office Suite, Internet, Excel, Word PowerPoint)
- Fully Tri-lingual (English - Spanish - Portuguese)

Authorized to work in the US for any employer

### WORK EXPERIENCE

#### **Operations Manager**

Clean Space Commercial Cleaning Service - Coral Springs, FL US - April 2011 to Present

- Responsible for overall company operations from scheduling, new accounts, to special projects
- Create new systems and protocol for efficiently provide all of the cleaning services
- Create proposals for new prospects and evaluate and sign contracts
- Ensure management team is following systems of operations set at the standard level

#### **Area Supervisor**

Execu Clean - Parkland, FL, US - January 2007 to April 2011

- Managed crew of 30 cleaners
- Responsible for inspecting quality of work
- Scheduling of services and special projects
- Meeting with customers to ensure service quality was satisfactory
- Trained employees as needed
- Looked for new work opportunities

#### **Lead Cleaner**

The Master's Touch - April 2005 to January 2007

- In charge for the service quality of a large charter school
- Performed janitorial services to designated areas
- inspected on site work once job was completed

# Resumes

**LINA M. HERNANDEZ**

786-499-6520

Hernandez39@live.com

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## SUMMARY OF QUALIFICATIONS

- Leadership Management, Human Resources, Marketing and organizational experience.
- Ability to detect problems and to find quick and effective solutions.
- Well-organized and professional skilled in working with office support.
- Outstanding diplomacy that consistently produces win-win results.
- Ability to work in a fast-paced team environment as well as focus on individual projects.
- Good communication skills.
- A fast learner who is dedicated, loyal and willing to work hard to achieve goals.
- Technology Integration.

## SKILLS

QuickBooks, Microsoft Office, Clover System sales application, Outlook, Notary Public, Swept App

## EXPERIENCE

### Clean Space Inc-

#### Regional Manager Public Accounts

- Responsible for the overall direction, coordination, implementation, execution, control, and completion of the Custodial Services Contract ensuring consistency with company strategy, commitments, and goals.
- Manage project resource allocation
- Plan and schedule project timelines
- Track project deliverables using appropriate tools
- Constantly monitor and report on the progress of the project to Corporate Office
- Oversee quality assurance program
- Prepare and submit reports defining project progress, problems and solutions as required by the customer and the Corporate Office

### Kelly Janitorial Systems, Inc

#### Project Manager

Address all client needs in an accurate and timely manner

- Lead the planning and implementation of the contract
- Facilitate the definition of project scope, goals, and deliverables
- Define project tasks and resource requirements
- Assemble and coordinate project staff
- Manage project budget
- Implement and manage project changes and interventions to achieve project success
- Communicate daily with the Contracting Officer Representative
- Identify customer's "hotspots" and ensure that they are taken care of on a daily basis
- Provide direction and support to the management team daily

# Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wilson, Washburn & Forster Insurance 16505 NW 13th Ave Miami FL 33169		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-666-6636      FAX (A/C, No): 305-662-7778 E-MAIL: acsr@wwfins.com ADDRESS:	
<b>INSURED</b> Clean Space Inc. 3764 NW 124th Avenue Coral Springs FL 33065		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
CLEASPA-01		INSURER A : Travelers Indemnity Co of America	25615
		INSURER B : Travelers Prop Cas Comp of Am	25674
		INSURER C : The Travelers Indemnity Co.	25658
		INSURER D : The Phoenix Insurance Company	25623
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 1159895756      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6802T107985	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3W167817	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EX2T108171	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB2T107844	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Benefits Liability - Retro Date: 06/01/2016			6802T107985	6/1/2024	6/1/2025	Each Employee 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Umbrella/Excess Liability does not go over Auto Liability

Policy: Crime  
 Carrier: Atlantic Specialty Co  
 Policy Number: MML-000422-0624  
 Eff: 6/1/24-6/1/25  
 Limit: \$1,000,000 / Deductible:\$10,000

<b>CERTIFICATE HOLDER</b>  SAMPLE COI PROOF OF COVERAGE	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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# W9 Form

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CLEAN SPACE, INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**P.O. BOX 670577**

6 City, state, and ZIP code  
**CORAL SPRINGS, FL 33067**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	2	-	0	3	3	8	6	3	1
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Jessica Simms* Date ▶ 01/01/2024

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Sunbiz

12/21/23, 11:00 AM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
CLEAN SPACE, INC.

### Filing Information

**Document Number** P11000038467  
**FEI/EIN Number** 32-0338631  
**Date Filed** 04/20/2011  
**State** FL  
**Status** ACTIVE

### Principal Address

3764 NW 124th Ave  
Coral Springs, FL 33065

Changed: 05/01/2019

### Mailing Address

PO BOX 670577  
CORAL SPRINGS, FL 33067

Changed: 02/08/2012

### Registered Agent Name & Address

GIUNCO, JESSICA  
3764 NW 124TH AVE  
Coral Springs, FL 33065

Address Changed: 10/26/2020

### Officer/Director Detail

#### **Name & Address**

#### **Title P/D**

GIUNCO, JESSICA  
3764 NW 124TH AVE  
Coral Springs, FL 33065

Title Operations Manager

<https://search.sunbiz.org/inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=CLEANS...>

1/2

12/21/23, 11:00 AM

Detail by Entity Name

GIUNCO, MATTHEW  
 3764 NW 124TH AVE  
 CORAL SPRINGS, FL 33065

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	01/25/2022
2023	01/31/2023

Document Images

<a href="#">01/31/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/25/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/27/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/26/2020 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/23/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/16/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/12/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/28/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/27/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/08/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2011 -- Domestic Profit</a>	View image in PDF format

Florida Department of State, Division of Corporations

FORM 1  
QUESTIONNAIRE

Firm Name:	Clean Space Inc		
Firm Address:	Street Address: 3764 NW 124th Avenue		
	City: Coral Springs	State: Florida	Zip Code: 33065
Firm Contact	Telephone: 1.800.499.0116	Fax: N/A	
Firm Representative:	Name: Matt Giunco		
	Title: CEO		
Representative Contact Info:			
	Telephone: 954-880-5188	Fax: N/A	
	Email: mg@cleanspaceonline.com		

Firm Type (circle one):    Individual    Partnership    Corporation

If Corporation:  
Date and State of Incorporation:    Date: 4/11/2011    State: Florida

If Foreign Corporation:  
Date and Country of Corporation:    Date:    Country:

Date of Registration with Florida Secretary of State:    Date: April 20, 2011

Resident Agent Name: Matt Giunco			
Street: 3764 NW 124th Avenue	Coral Springs	State: FL	Zip: 33065

President Name: Jessica Giunco
Vice President Name: Matt Giunco
Treasurer Name: Sonia Garcia
Board of Director Name: Lina Hernandez

Date: 11/21/2024	Place: Coral Springs
------------------	----------------------

If Partnership:

Partners Names: N/A
---------------------

Date and Place of Organization

On a separate sheet of paper, please provide answers to the following questions:

- Number of years of relevant experience?
- 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.
- Provide an organizational chart for the Proposer firm.
- Describe Proposer's qualifications and experience in the provision of janitorial services.
- Have any agreements held by Proposer for a project ever been canceled or terminated?
- 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?
- Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
- 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?
- Is the Proposer a party to any pending litigation?
- Has the Proposer been a party to any lawsuit filed within the last 10 years?
- Please list any person involved in this Proposal that is not listed above.
- Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
- 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:

*IF INDIVIDUAL*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

WITNESS:

*IF PARTNERSHIP:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

General Partner

By:

Print Name

WITNESS: Nizar Hay

*IF CORPORATION:*

Signature



Clean Space Inc

Matt Giunco

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

3764 NW 124th Avenue, Coral Springs FL 33065

\_\_\_\_\_  
Address

(CORPORATE SEAL)

By:  
President

Attest: \_\_\_\_\_

Matt Giunco

\_\_\_\_\_  
Print Name

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:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

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.

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.


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

NAME OF BUSINESS: Clean Space Inc

SIGNATURE:  \_\_\_\_\_




Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
Signature

Sworn to and subscribed before me this 7 day of November, 2024.

Personally known X  
OR  
Produced identification dl

Notary Public, State of Florida

Driver L  
Type of identification

Commission expires: June 12 2026

Printed, typed or stamped commissioned name of notary public



Sandra P Duran  
Comm.: HH 258306  
Expires: June 12, 2026  
Notary Public - State of Florida





**FORM 6 PRICING**

Location	Per Service Cost	Monthly Cost	Annually
<b>Village Hall</b>			
Administration Offices	\$4.83	\$104.65	\$1,255.80
Village Council Chambers	\$4.83	\$104.65	\$1,255.80
Reception Area	\$4.83	\$104.65	\$1,255.80
I.T. Office	\$4.83	\$104.65	\$1,255.80
Finance Department	\$4.83	\$104.65	\$1,255.80
Building Department	\$4.83	\$104.65	\$1,255.80
Other Work Space Areas	\$4.83	\$104.65	\$1,255.80
Kitchen	\$4.83	\$104.65	\$1,255.80
Tourism Office	\$4.83	\$104.65	\$1,255.80
Elevator	\$4.83	\$104.65	\$1,255.80
Restrooms	\$4.83	\$104.65	\$1,255.80
<b>Total Cost Per Service</b>	\$53.13		
<b>Total Cost Monthly</b>		\$1,151.15	
<b>Total Cost Annually</b>			\$13,813.80
<b>Public Works Administrative Trailer</b>			
Office Areas	\$9.24	\$200.20	\$2,402.40
Restroom	\$9.24	\$200.20	\$2,402.40
Floors	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$27.72		
<b>Total Cost Monthly</b>		\$600.60	
<b>Total Cost Annually</b>			\$7,207.20
<b>Public Works Operations Building</b>			
General Entryway	\$9.24	\$200.20	\$2,402.40
Office Areas	\$9.24	\$200.20	\$2,402.40
Conference Room	\$9.24	\$200.20	\$2,402.40
Restrooms/Locker Rooms	\$9.24	\$200.20	\$2,402.40
Kitchen	\$9.24	\$200.20	\$2,402.40
Floors	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$55.44		
<b>Total Cost Monthly</b>		\$1,201.20	
<b>Total Cost Annually</b>			\$14,414.40

<b>Waterfront Park &amp; Community Center</b>			
1st Floor: Reception/Lobby Area	\$7.26	\$220.22	\$2,642.64
1st Floor: Large Multipurpose Room	\$7.26	\$220.22	\$2,642.64
1st Floor: Indoor Playground	\$7.26	\$220.22	\$2,642.64
1st Floor: Restrooms (Women's, Men's, Family)	\$7.26	\$220.22	\$2,642.64
1st Floor: Kitchen/Service Corridor	\$7.26	\$220.22	\$2,642.64
1st Floor: Elevator/Elevator Landing	\$7.26	\$220.22	\$2,642.64
1st Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Multipurpose Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Teen Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Exercise Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Offices (3)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Restrooms (Women's & Men's)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Breakroom	\$7.26	\$220.22	\$2,642.64
2nd Floor: Elevator Landing	\$7.26	\$220.22	\$2,642.64
2nd Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
3rd Floor: Terrace	\$7.26	\$220.22	\$2,642.64
3rd Floor: Restrooms	\$7.26	\$220.22	\$2,642.64
3rd Floor: Kitchen/Corridor	\$7.26	\$220.22	\$2,642.64
3rd Floor: Elevator Landing	\$7.26	\$220.22	\$2,642.64
3rd Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
<b>Total Cost Per Service</b>	\$145.20		
<b>Total Cost Monthly</b>		\$4,404.40	
<b>Total Cost Annually</b>			\$52,852.80
<b>Police Annex/Administration</b>			
General Entryway	\$9.24	\$200.20	\$2,402.40
Office Areas	\$9.24	\$200.20	\$2,402.40
Restrooms	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$27.72		
<b>Total Cost Monthly</b>		\$600.60	
<b>Total Cost Annually</b>			\$7,207.20
<b>Police Station/Operations</b>			
General Entryway	\$6.19	\$187.76	\$2,253.16
Restrooms/Locker Rooms	\$6.19	\$187.76	\$2,253.16
Kitchen	\$6.19	\$187.76	\$2,253.16
Elevators	\$6.19	\$187.76	\$2,253.16

<b>Police Station/Operations</b>			
<b>Total Cost Per Service</b>	\$24.76		
<b>Total Cost Monthly</b>		\$751.05	
<b>Total Cost Annually</b>			\$9,012.64
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners	\$25.00		
Supervisor	\$35.00		
<b>Total Cost All Areas Non-Guardhouse</b>	<b>\$ \$333.97</b>	<b>\$ \$8,709.00</b>	<b>\$ \$104,508.04</b>
<b>Security Guardhouse</b>			
General Entryway	\$10.72	\$325.17	\$3,902.08
Office Area	\$10.72	\$325.17	\$3,902.08
Restroom	\$10.72	\$325.17	\$3,902.08
Kitchen Area	\$10.72	\$325.17	\$3,902.08
<b>Total Cost Per Service</b>	\$42.88		
<b>Total Cost Monthly</b>		\$1,300.69	
<b>Total Cost All Guardhouse Areas</b>	<b>\$ \$42.88</b>	<b>\$ \$1,300.69</b>	<b>\$ \$15,608.32</b>
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners	\$25.00		
Supervisor	\$35.00		
<b>Total Cost All Areas Combined</b>	<b>\$ \$376.85</b>	<b>\$ \$10,009.70</b>	<b>\$ \$120,116.36</b>

## Form 07

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Clean Space Inc ("Vendor")  
Vendor FEIN: 32-0338631  
Address: 3764 NW 124th Avenue  
City: Coral Springs State: Florida Zip: 33065  
Phone number: 954-880-5188 Email Address: mg@cleanspaceonline.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

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

#### Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:  \_\_\_\_\_  
Authorized Signature

Print Name and Title: Matt Giunco & CEO

Date: 11/7/2024

## 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 Clean Space Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, to prepare for the engagement of a janitorial or cleaning service company to provide the services described above, a Request for Proposals (RFP) 2024-04, was co-developed by staff and representatives of the BHCA to solicit proposals from area vendors that possess the appropriate capabilities to deliver the services envisioned for the Village; and

**WHEREAS**, Clean Space, Inc. has submitted the lowest cost and most responsive proposal for the services envisioned at the BHCA facility; 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 "C" 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 "B", 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, 2029 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 96<sup>th</sup> 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 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk  
Bal Harbour Village  
655 96<sup>th</sup> 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: Clean Space Inc.,  
3764 NW 124th Avenue  
Coral Springs FL 33065440

**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](mailto: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.

## XXII **Noncoercive Conduct for Labor or Services**

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

**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:  
Clean Space, Inc.,  
3764 NW 124th Avenue  
Coral Springs FL 33065

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

By: \_\_\_\_\_

Matt Giunco  
CEO

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

### 2.0 SCOPE OF WORK-BASIC SERVICES

#### 2.1. Required Services to be Performed

- **Common Areas**
  - Vacuum carpeted surfaces
  - Sweep hard surfaces
  - Dry-mop, wet-mop hard surfaces after sweeping
- **Restroom & kitchen cleaning**
  - Clean and sanitize floors-sweep, damp mop with a germicidal solution
  - Clean and sanitize sinks, countertops, toilets, fixtures, handles, etc.
  - Spot clean walls, stalls, doors, showers and all horizontal and vertical surfaces.
  - Clean/Disinfect Dispensers re-stock all dispensers (toilet seat liner, tissue, paper towel, soap dispensers, hand sanitizer, feminine hygiene, etc.)
  - Clean/Disinfect refrigerators (monthly)
- **Drinking Fountains**
  - Clean and sanitize all drinking fountains.
- **Window Cleaning**
  - Spot clean all interior windows, partitions, window sills in all building office areas.
  - Dusting window ledges
- **Stairway Cleaning**
  - Sweep downstairs / spot mop & remove gum
  - Wipe/disinfect hand rails
  - Disinfect door handles, push bars, at entrances and exits.
  - Mop floor surfaces
- **Offices/Rooms**
  - Clean/disinfect all Surfaces, desks, tables, bookshelves, chairs, and other furniture.
  - Dust all horizontal surfaces, light fixtures, picture frames, etc. (all should be dust free)
- **Trash &Recyclables**
  - Collect, and transport to a designated storage site designated within the facility.
  - Empty trash, spot clean containers, reline with appropriate size trash bag

#### 2.2 SERVICE SPECIFICATIONS

The full scope of work will include facility janitorial services at specified locations. These services are to be conducted as follows:

1. The Contractor will furnish all labor, equipment, cleaning supplies, supervision, transportation, for custodial services;
2. Additional services to be performed may include Interior and exterior window washing and carpet cleaning services. Glass should be cleaned per manufacturer's recommendations using products and methods consistent with those recommendations and that of the industry. Contractor shall use

- environmentally friendly products, whenever possible;
3. Contractor shall provide paper products, toilet paper, paper towels, garbage can liners, toilet seat covers, compostable liners, Green Seal or equivalent cleaning products: Restroom cleaner, neutral floor cleaner, glass cleaner, and degreaser;
  4. Contractor shall have the capability to respond to emergency requests within 12-hours after the request is made;
  5. The Contractor shall maintain the janitor closets at each location in a neat and orderly fashion;
  6. All work shall be performed under the supervision of a qualified supervisor;
  7. The Contractor shall, if applicable, establish a work schedule as set forth in the contract, maintenance agreement, or requisition. In no instance shall work be performed before or after the schedule times without approval by the Contract Administrator or designee. In addition, the Contractor will provide a periodical cleaning form showing the completion of work for that period;
  8. The Contractor's personnel shall conduct themselves in a professional manner at all times while at the listed locations;
  9. The Contract Administrator will, if necessary, provide a building schedule which will include the dates, days, and times each facility will be available for servicing. In the event, this schedule is changed or modified, the Village will provide adequate notification to the Contractor;
  10. The Contractor will provide a list of employees to the Village and individuals will undergo a background check before the commencement of their duties;
  11. Each employee shall carry identification card issued by the Village to be always worn in a visible location on their person while performing services on the Village premises. No temporary employee will be allowed to work on Village premises without prior authorization from the Village. The Contractor shall not allow children, pets, and non-employees on the premises;
  12. The Contractor and his/her employees must not remove or consume any property belonging to the Village, employees, or the general public. This policy includes any articles that may be deposited for disposal in trash receptacles;
  13. Materials, equipment and/or paper supplies belonging to the Village will not be transferred from one job site to another by the Contractor without permission of the Contract Administrator;
  14. The Contractor and his/her employee may not use Village or general public property, including telephones, Fax, or copy machines, ladders, lifts, maintenance equipment, or the like, for personal use unless given permission by an authorized Village representative;
  15. Smoking shall not be permitted in any Village building except in a designed smoking area;
  16. The Contractor and his/her employees, if working after normal business hours, will ensure that all doors, windows, and gates giving access to Village buildings are secured. All lights, except night lights, will be turned off before leaving the premises. For some facilities, the contractor will be responsible for ensuring that the alarm is set upon leaving the facility. Failure to properly secure Village buildings may result in a reduction of payment;
  17. Hazardous conditions shall be immediately remedied or secured by the

Contractor’s qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury. Specifically, as regards to WISHA Standards Chapter 296-62 W.A.C., Blood-borne Pathogen Compliance; the Contractor shall also be responsible for training and protecting any and all employees of the Contractor, while engaged in the performance of any work or services by the Contractor under this agreement, as to the safeguards used and precautions taken, for the proper handling of infectious materials.

<b>Security District-Guard House</b>				Daily
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthl y</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Office Areas</b>				
Properly arrange office furniture	7x			Original Positions
Empty all trash/replace liners	7x			
Remove fingerprints from light switches	7x			
Dust all cleared surface areas	7x			
Dust window blinds and windows areas	7x			
Dispose of leftover food inside fridge and clean	7x			
Clean tables counters	7x			
Clean Microwave	7x			
<b>Restroom</b>				
Clean/disinfect counters and surfaces	7x			
Clean mirrors	7x			
Fill paper and soap dispensers	7x			
Clean changing table	7x			
Dust light fixtures	7x			
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>Floors</b>				



Buff floors			4x	
Sweep/mop floor	7x			

**2.3 LOCATION OF WORK**

The Janitorial Services shall be performed only in Village/BHCA Facilities. Accompanying this RFP is a listing of the facilities to be serviced. By submitting this proposal, the PROPOSER certifies that he/she is familiar with the Village facilities and the proposed scope of work, prior to submitting the bid. The Village reserves the right to remove specific locations as deemed appropriate. The removal of locations from the scope of services shall result in a corresponding reduction of the contract price.

The locations to receive the described services include:

1 Harbour Way - Security Access Control Station

**2.4 ACCEPTANCE OF COMPLETED WORK**

A Bal Harbour Civic Association designated representative will determine if the completed work is acceptable. If the work does not meet the Association 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.

**2.5 SUPPLIES AND PROGRAM**

The Contractor shall supply all tools and equipment of every kind and cleaning supplies, 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.

**2.6 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 Village 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 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.

**2.9 SAFETY AND PROTECTION**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees and other persons, whom may be affected thereby.

## **2.10 ~~WORK DURING INCLEMENT WEATHER-N/A~~**

## **2.11 COMMENCEMENT CONFERENCE**

Within ten (10) days after delivery of the executed Agreement by the Village to the Contractor, but before starting the Work, a commencement 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, BHCA representative(s), and the Contractor.

## **2.12 ADDITIONAL SERVICES**

The CONTRACTOR may be requested to perform additional services or provide adjusted service frequencies at the discretion of the Village.

## **2.13 WORK SCHEDULE**

The CONTRACTOR shall perform work Daily at the Access Control Security Station, 1 Harbour Way at a time designated by the BHCA Property Manager.

## **2.14. 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.

## **2.15. 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.

Cleaners	\$25.00		
Supervisor	\$35.00		
<b>Total Cost All Areas Non-Guardhouse</b>	<b>\$ \$333.97</b>	<b>\$ \$8,709.00</b>	<b>\$ \$104,508.04</b>
<b>Security Guardhouse</b>			
General Entryway	\$10.72	\$325.17	\$3,902.08
Office Area	\$10.72	\$325.17	\$3,902.08
Restroom	\$10.72	\$325.17	\$3,902.08
Kitchen Area	\$10.72	\$325.17	\$3,902.08
<b>Total Cost Per Service</b>	<b>\$42.88</b>		
<b>Total Cost Monthly</b>		<b>\$1,300.69</b>	
<b>Total Cost All Guardhouse Areas</b>	<b>\$ \$42.88</b>	<b>\$ \$1,300.69</b>	<b>\$ \$15,608.32</b>
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners	\$25.00		
Supervisor	\$35.00		
<b>Total Cost All Areas Combined</b>	<b>\$ \$376.85</b>	<b>\$ \$10,009.70</b>	<b>\$ \$120,116.36</b>

EXHIBIT C - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

**JORGE M. GONZALEZ**  
**VILLAGE MANAGER**

Date

Clean Space, Inc.  
3764 NW 124th Avenue  
Coral Springs FL 33065

RE: Agreement - 2024 - BHCA Janitorial Services

Mr. Matt Giunco:

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  
Ana Chaverria, Bal Harbour Civic Association (BHCA) Property Manager



## 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 Clean Space Inc., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, to prepare for the engagement of a janitorial or cleaning service company to provide the services described above, a Request for Proposals (RFP) 2024-04, was co-developed by staff and representatives of the BHCA to solicit proposals from area vendors that possess the appropriate capabilities to deliver the services envisioned for the Village; and

**WHEREAS**, Clean Space, Inc. has submitted the lowest cost and most responsive proposal for the services envisioned at the Village and BHCA facilities; 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 "C" 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 "B", 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, 2029 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 96<sup>th</sup> 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 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk  
Bal Harbour Village  
655 96<sup>th</sup> 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: Clean Space Inc.,  
3764 NW 124th Avenue  
Coral Springs FL 33065440

**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](mailto: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.

## XXII **Noncoercive Conduct for Labor or Services**

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

**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:  
Clean Space, Inc.,  
3764 NW 124th Avenue  
Coral Springs FL 33065

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

By: \_\_\_\_\_

Matt Giunco  
CEO

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

### 2.0 SCOPE OF WORK-BASIC SERVICES

#### 2.1. Required Services to be Performed

- **Common Areas**
  - Vacuum carpeted surfaces
  - Sweep hard surfaces
  - Dry-mop, wet-mop hard surfaces after sweeping
- **Restroom & kitchen cleaning**
  - Clean and sanitize floors-sweep, damp mop with a germicidal solution
  - Clean and sanitize sinks, countertops, toilets, fixtures, handles, etc.
  - Spot clean walls, stalls, doors, showers and all horizontal and vertical surfaces.
  - Clean/Disinfect Dispensers re-stock all dispensers (toilet seat liner, tissue, paper towel, soap dispensers, hand sanitizer, feminine hygiene, etc.)
  - Clean/Disinfect refrigerators (monthly)
- **Drinking Fountains**
  - Clean and sanitize all drinking fountains.
- **Window Cleaning**
  - Spot clean all interior windows, partitions, window sills in all building office areas.
  - Dusting window ledges
- **Stairway Cleaning**
  - Sweep downstairs / spot mop & remove gum
  - Wipe/disinfect hand rails
  - Disinfect door handles, push bars, at entrances and exits.
  - Mop floor surfaces
- **Offices/Rooms**
  - Clean/disinfect all Surfaces, desks, tables, bookshelves, chairs, and other furniture.
  - Dust all horizontal surfaces, light fixtures, picture frames, etc. (all should be dust free)
- **Trash &Recyclables**
  - Collect, and transport to a designated storage site designated within the facility.
  - Empty trash, spot clean containers, reline with appropriate size trash bag

#### 2.2 SERVICE SPECIFICATIONS

The full scope of work will include facility janitorial services at specified locations. These services are to be conducted as follows:

1. The Contractor will furnish all labor, equipment, cleaning supplies, supervision, transportation, for custodial services;
2. Additional services to be performed may include Interior and exterior window washing and carpet cleaning services. Glass should be cleaned per manufacturer's recommendations using products and methods consistent with those recommendations and that of the industry. Contractor shall use

- environmentally friendly products, whenever possible;
3. Contractor shall provide paper products, toilet paper, paper towels, garbage can liners, toilet seat covers, compostable liners, Green Seal or equivalent cleaning products: Restroom cleaner, neutral floor cleaner, glass cleaner, and degreaser;
  4. Contractor shall have the capability to respond to emergency requests within 12-hours after the request is made;
  5. The Contractor shall maintain the janitor closets at each location in a neat and orderly fashion;
  6. All work shall be performed under the supervision of a qualified supervisor;
  7. The Contractor shall, if applicable, establish a work schedule as set forth in the contract, maintenance agreement, or requisition. In no instance shall work be performed before or after the schedule times without approval by the Contract Administrator or designee. In addition, the Contractor will provide a periodical cleaning form showing the completion of work for that period;
  8. The Contractor's personnel shall conduct themselves in a professional manner at all times while at the listed locations;
  9. The Contract Administrator will, if necessary, provide a building schedule which will include the dates, days, and times each facility will be available for servicing. In the event, this schedule is changed or modified, the Village will provide adequate notification to the Contractor;
  10. The Contractor will provide a list of employees to the Village and individuals will undergo a background check before the commencement of their duties;
  11. Each employee shall carry identification card issued by the Village to be always worn in a visible location on their person while performing services on the Village premises. No temporary employee will be allowed to work on Village premises without prior authorization from the Village. The Contractor shall not allow children, pets, and non-employees on the premises;
  12. The Contractor and his/her employees must not remove or consume any property belonging to the Village, employees, or the general public. This policy includes any articles that may be deposited for disposal in trash receptacles;
  13. Materials, equipment and/or paper supplies belonging to the Village will not be transferred from one job site to another by the Contractor without permission of the Contract Administrator;
  14. The Contractor and his/her employee may not use Village or general public property, including telephones, Fax, or copy machines, ladders, lifts, maintenance equipment, or the like, for personal use unless given permission by an authorized Village representative;
  15. Smoking shall not be permitted in any Village building except in a designed smoking area;
  16. The Contractor and his/her employees, if working after normal business hours, will ensure that all doors, windows, and gates giving access to Village buildings are secured. All lights, except night lights, will be turned off before leaving the premises. For some facilities, the contractor will be responsible for ensuring that the alarm is set upon leaving the facility. Failure to properly secure Village buildings may result in a reduction of payment;
  17. Hazardous conditions shall be immediately remedied or secured by the

Contractor’s qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury. Specifically, as regards to WISHA Standards Chapter 296-62 W.A.C., Blood-borne Pathogen Compliance; the Contractor shall also be responsible for training and protecting any and all employees of the Contractor, while engaged in the performance of any work or services by the Contractor under this agreement, as to the safeguards used and precautions taken, for the proper handling of infectious materials.

<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Village Hall Reception/Common Areas</b>				Monday - Friday
<b>General Entryway</b>				
Detail entry doors	5x			
Dust/clean furniture	3x			
Wipe handrails and doorknobs	5x			
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill dispensers	5x			
Clean changing table	5x			
Dust light fixtures	5x			
Empty all trash/replace liners	5x			
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds & window areas		2x		
<b>Elevator</b>				
Clean elevator doors and walls	5x			
<b>HVAC Vents</b>				

dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Vacuum carpeted areas	5x			
Buff Tiled floors			2x	
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Administration Offices</b>				Monday - Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Dust window blinds and windows areas		2x		
Empty master shredder				As needed
Dust all cleared surface areas	5x			
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Empty trash cans	5X			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
Sweep/Mop floors	5x			
Buff Laminate floors			2x	
<b>Building Dept.</b>				Monday - Friday
<b>Office Areas</b>				

Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Building Dept.</b>				Monday - Friday
Vacuum carpeted areas	5x			
Buff floors			2x	
Sweep/Mop floors	5x			
<b>IT Dept</b>				Daily
<b>Office Areas</b>				
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
<b>Council Chambers-Kitchen-Common Areas</b>				Monday - Friday
<b>Chamber Area</b>				
Properly arrange chamber furniture	5x			Original Positions
Remove fingerprints from light switches	5x			

Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Empty all trash/replace liners	5x			
<b>Kitchen</b>				
Dispose of leftover food if outside	5x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Council Chambers-Kitchen-Common Areas</b>				Monday - Friday
Clean tables counters	5x			
Clean/disinfect counters and sinks	5x			
Wipe exterior of cabinets	5x			
Wipe/clean all appliances (exterior only),Clean Microwave interior	5x			
Empty all trash/replace liners	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	5x			
Sweep/mop floor	5x			
Buff floors			2x	
<b>Finance Department</b>				Monday - Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions

Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Finance Department</b>				Monday - Friday
<b>Floors</b>				
Buff Laminate& tiled floors			2x	
Sweep/mop floor	5x			
<b>Capital Projects</b>				Monday - Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				

Buff laminate floors			2x	
Sweep/mop floor	5x			
<b>Public Works Administration Trailer</b>				Monday - Friday
<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Empty all trash/replace liners	5x			
Remove fingerprints from light switches	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Public Works Administration Trailer</b>				Monday - Friday
<b>HVAC Vents</b>		1x		
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Buff laminate floors			2x	
Sweep/Mop laminate Floor	5x			
<b>General Entryway</b>				
Detail entry doors	5x			
Dust/clean furniture	5x			
Wipe handrails and doorknobs	5x			
<b>Restrooms/Locker Rooms</b>				
Clean/disinfect counters and surfaces	5x			



Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Dust light fixtures	5x			
Clean showers	5x			
<b>Office Areas</b>				
Properly arrange office furniture		1x		Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Kitchen</b>				
Dispose of leftover food if outside	5x			
Dispose of leftover food inside fridge and clean	5x	1x		
Clean tables counters	5x			
Clean/disinfect counters and sinks	5x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Public Works Operations Building</b>				Monday - Friday
Wipe exterior of cabinets	5x			
Wipe/clean all appliances (exterior)	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Buff floors			1x	
Scrub Floors		1x		
<b>Police Administration</b>				Monday - Friday

<b>Office Areas</b>				
Properly arrange office furniture	5x			Original Positions
Remove fingerprints from light switches	5x			
Empty all trash/replace liners	5x			
Dust all cleared surface areas	5x			
Dust window blinds and windows areas		2x		
<b>Restrooms</b>				
Clean/disinfect counters and surfaces	5x			
Clean mirrors	5x			
Fill paper and soap dispensers	5x			
Clean changing table	5x			
Dust light fixtures	5x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Sweep/mop floors	5x			
Buff floors			2x	
<b>Police Station/Operations</b>				Daily
<b>General Entryway</b>				
Detail entry glass doors	7x			
Dust/clean furniture	7x			
Wipe handrails and doorknobs	7x			
<b>Area Requirements</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>	<b>Special Notes</b>
<b>Police Station/Operations</b>				Daily
<b>Office Areas</b>				
Properly arrange office furniture	7x			Original Positions
Remove fingerprints from light switches	7x			

Empty all trash/replace liners	7x			
Dust all cleared surface areas	7x			
Dust window blinds and windows areas		2x		
<b>Restrooms/Locker Rooms</b>				
Clean/disinfect counters and surfaces	7x			
Clean mirrors	7x			
Fill paper and soap dispensers	3x			
Dust light fixtures		1x		
Clean showers	7x			
Remove fingerprints from light switches	7x			
Empty all trash/replace liners	7x			
Dust window blinds and windows areas	7x			
<b>Kitchen</b>				
Dispose of leftover food if outside	7x			
Clean/wipe tables, counters and cabinets	7x			
Clean/disinfect counters and sinks	7x			
Wipe/clean all appliances (exterior)	7x			
<b>HVAC Vents</b>				
dusting and cleaning exterior cover		2x		
<b>Floors</b>				
Vacuum carpeted areas	7x			
Buff floors			2x	
Sweep/Mop floors	7x			
<b>BAL HARBOUR WATERFRONT PARK</b>				
<b>1st Floor</b>				
<b>Room</b>	<b>Scope of Work</b>	<b>Daily</b>	<b>Weekly</b>	<b>Other</b>
Foyer, Reception Areas	Dust all office furnishings (including furniture, desks, bookshelves, file cabinets, computers, framed artwork, display racks, tables,	X		

	fire extinguisher wall unit, etc.), blinds, and baseboards			
	Vacuum carpeted floors and area rugs after removing large debris (that can damage vacuum)	X		
	Sweep and mop floors	X		
	Empty trash bins and replace bags; Maintain separate receptacles for recycling and trash, and dispose of each properly	X		
	***Clean all glass doors-interior and exterior w/squeegee only, pushbars	X		
	Dust frames	X		
	***Clean windows-interior and exterior w/squeegee only		X	
Restrooms	Dust and polish all furnishings	X		
	Sweep and mop (disinfect/sanitize w/ disinfectant solution)	X		
	Clean mirrors	X		
	Wipe and disinfect/sanitize faucet fixtures, hand dryers	X		
	Disinfect/sanitize restroom facilities (toilets, toilet seats, urinals, fixtures)	X		
	Refill toilet paper, paper towels, seat covers, and soap dispensers	X		
	Clean (disinfect/sanitize) all restroom partitions / dividers / wall	X		
	Check for and remove all graffiti	X		
	Clean (disinfect/sanitize) baby changing stations	X		
	Empty trash and wax bags, and replace with new liners and wax bags	X		
	Clean all entry doors including handles and hardware	X		
	Deep clean of floors, walls, and ceiling (including grout)			1x/month
	Replace urinal screen and deodorant blocks		as needed	
Elevator, Elevator Hallway	Sweep and mop floors	X		
	Disinfect/sanitize handrails	X		
	Clean and disinfect/sanitize inside and outside of elevator walls and doors with stainless steel product	X		
	Check for and remove all graffiti	X		

	Buff Floors			1x/year
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### 2.3 LOCATION OF WORK

The Janitorial Services shall be performed only in Village Facilities. The Village reserves the right to remove specific locations as deemed appropriate. The removal of locations from the scope of services shall result in a corresponding reduction of the contract price.

The locations to receive the services described include:

655 96<sup>th</sup> Street

- Village Hall
- Public Works modular building
- Police Administrative building

18 Bal Bay Drive

- Waterfront Park Community Center
- 9700 Collins Avenue (Bal Harbour Shops on the 2<sup>nd</sup> floor)

- Police Station

1840 NE 144 Street, North Miami

- Public Works Operations Office

### 2.4 ACCEPTANCE OF COMPLETED WORK

A Village designated representative will determine if the completed work is acceptable. If the work does not meet the Association 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.

### 2.5 SUPPLIES AND PROGRAM

The Contractor shall supply all tools and equipment of every kind and cleaning supplies, 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.

### 2.6 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 Village 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 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.

## **2.9 SAFETY AND PROTECTION**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees and other persons, whom may be affected thereby.

## **2.10 ~~WORK DURING INCLEMENT WEATHER-N/A~~**

## **2.11 COMMENCEMENT CONFERENCE**

Within ten (10) days after delivery of the executed Agreement by the Village to the Contractor, but before starting the Work, a commencement 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, BHCA representative(s), and the Contractor.

## **2.12 ADDITIONAL SERVICES**

The CONTRACTOR may be requested to perform additional services or provide adjusted service frequencies at the discretion of the Village.

## **2.13 WORK SCHEDULE**

The CONTRACTOR shall perform work as prescribed for each location Daily at the Access Control Security Station, 1 Harbour Way at a time designated by the BHCA Property Manager.

## **2.14. 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.

## **2.15. 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 BHCA Public Works & Beautification 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 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 actually 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.

## EXHIBIT B-PRICING

Location	Per Service Cost	Monthly Cost	Annually
<b>Village Hall</b>			
Administration Offices	\$4.83	\$104.65	\$1,255.80
Village Council Chambers	\$4.83	\$104.65	\$1,255.80
Reception Area	\$4.83	\$104.65	\$1,255.80
I.T. Office	\$4.83	\$104.65	\$1,255.80
Finance Department	\$4.83	\$104.65	\$1,255.80
Building Department	\$4.83	\$104.65	\$1,255.80
Other Work Space Areas	\$4.83	\$104.65	\$1,255.80
Kitchen	\$4.83	\$104.65	\$1,255.80
Tourism Office	\$4.83	\$104.65	\$1,255.80
Elevator	\$4.83	\$104.65	\$1,255.80
Restrooms	\$4.83	\$104.65	\$1,255.80
<b>Total Cost Per Service</b>	\$53.13		
<b>Total Cost Monthly</b>		\$1,151.15	
<b>Total Cost Annually</b>			\$13,813.80
<b>Public Works Administrative Trailer</b>			
Office Areas	\$9.24	\$200.20	\$2,402.40
Restroom	\$9.24	\$200.20	\$2,402.40
Floors	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$27.72		
<b>Total Cost Monthly</b>		\$600.60	
<b>Total Cost Annually</b>			\$7,207.20
<b>Public Works Operations Building</b>			
General Entryway	\$9.24	\$200.20	\$2,402.40
Office Areas	\$9.24	\$200.20	\$2,402.40
Conference Room	\$9.24	\$200.20	\$2,402.40
Restrooms/Locker Rooms	\$9.24	\$200.20	\$2,402.40
Kitchen	\$9.24	\$200.20	\$2,402.40
Floors	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$55.44		
<b>Total Cost Monthly</b>		\$1,201.20	
<b>Total Cost Annually</b>			\$14,414.40



<b>Waterfront Park &amp; Community Center</b>			
1st Floor: Reception/Lobby Area	\$7.26	\$220.22	\$2,642.64
1st Floor: Large Multipurpose Room	\$7.26	\$220.22	\$2,642.64
1st Floor: Indoor Playground	\$7.26	\$220.22	\$2,642.64
1st Floor: Restrooms (Women's, Men's, Family)	\$7.26	\$220.22	\$2,642.64
1st Floor: Kitchen/Service Corridor	\$7.26	\$220.22	\$2,642.64
1st Floor: Elevator/Elevator Landing	\$7.26	\$220.22	\$2,642.64
1st Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Multipurpose Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Teen Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Exercise Room	\$7.26	\$220.22	\$2,642.64
2nd Floor: Offices (3)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Restrooms (Women's & Men's)	\$7.26	\$220.22	\$2,642.64
2nd Floor: Breakroom	\$7.26	\$220.22	\$2,642.64
2nd Floor: Elevator Landing	\$7.26	\$220.22	\$2,642.64
2nd Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
3rd Floor: Terrace	\$7.26	\$220.22	\$2,642.64
3rd Floor: Restrooms	\$7.26	\$220.22	\$2,642.64
3rd Floor: Kitchen/Corridor	\$7.26	\$220.22	\$2,642.64
3rd Floor: Elevator Landing	\$7.26	\$220.22	\$2,642.64
3rd Floor: Stairwells (1 & 2)	\$7.26	\$220.22	\$2,642.64
<b>Total Cost Per Service</b>	\$145.20		
<b>Total Cost Monthly</b>		\$4,404.40	
<b>Total Cost Annually</b>			\$52,852.80
<b>Police Annex/Administration</b>			
General Entryway	\$9.24	\$200.20	\$2,402.40
Office Areas	\$9.24	\$200.20	\$2,402.40
Restrooms	\$9.24	\$200.20	\$2,402.40
<b>Total Cost Per Service</b>	\$27.72		
<b>Total Cost Monthly</b>		\$600.60	
<b>Total Cost Annually</b>			\$7,207.20
<b>Police Station/Operations</b>			
General Entryway	\$6.19	\$187.76	\$2,253.16
Restrooms/Locker Rooms	\$6.19	\$187.76	\$2,253.16
Kitchen	\$6.19	\$187.76	\$2,253.16
Elevators	\$6.19	\$187.76	\$2,253.16

Police Station/Operations			
Total Cost Per Service	\$24.76		
Total Cost Monthly		\$751.05	
Total Cost Annually			\$9,012.64
<b>Additional Service Rates</b>	<b>Hourly</b>		
Cleaners	\$25.00		
Supervisor	\$35.00		
<b>Total Cost All Areas Non-Guardhouse</b>	<b>\$ 333.97</b>	<b>\$ 8,709.00</b>	<b>\$ 104,508.04</b>

**EXHIBIT C - NOTICE TO PROCEED**

**BAL HARBOUR**

- V I L L A G E -

**JORGE M. GONZALEZ**  
**VILLAGE MANAGER**

Date

Clean Space, Inc.  
3764 NW 124th Avenue  
Coral Springs FL 33065

RE: Agreement - 2024 - VILLAGE Janitorial Services

Mr. Matt Giunco:

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 Operations Manager Robert Clark, 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 SETTING COUNCIL MEETING DATES FOR THE 2025 CALENDAR YEAR.**

### Issue:

Should the Council approve the Resolution setting meeting dates for calendar year 2025?

### 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>Section 22 of the Village Charter requires the Village Council meet at least once each month, with the exception of August.</u> |   |  |

### Item Summary / Recommendation:

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

As discussed at the November 11, 2024 Council Meeting, there does not appear to be a conflict with this pattern in 2025, with the exceptions in the months of January, April and December.

The third Tuesday of January falls during the Winter recess for some of the local schools, the third Tuesday in April falls in the middle of Passover, and the third Tuesday of December falls during the Chanukah festivities. During the discussion of this item at the November meeting, the council agreed to have the January meeting on Monday, January 13, to accommodate the conflicts, as well as Tuesdays April 22 and December 9 as our meeting dates for these months.

Additionally, since September 16 is highlighted as the monthly Village Council meeting and the second Budget Hearing date, with a First Budget Hearing date tentatively set for September 9 pending the Miami-Dade County and Miami Dade Public Schools setting their Budget Hearing schedule.

As in prior years, the Council will participate in the Annual Retreat, to take place February 27th and 28th 2025.

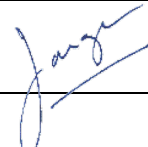
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

Director Title	Chief Financial Officer	Village Manager
Director Name	Claudia Dixon	Jorge M. Gonzalez

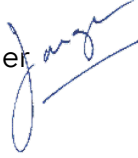


# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2025 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m. As discussed at the November 11, 2024 Council Meeting, there does not appear to be a conflict with this pattern in 2025, with the exceptions in the months of January, April and December.

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As in prior years, the Council will participate in the Annual Retreat, to take place February 27th and 28th 2025.

**THE BAL HARBOUR EXPERIENCE**

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess.

**CONCLUSION**

The following dates have been selected for the council meeting dates for 2025 after general discussion and consensus by the Village Council. I, therefore, recommend approval of this item.

Monthly Village Council Meetings

January 13, 2025 (Monday)	May 20, 2025	September 16, 2025
February 18, 2025	June 17, 2025	October 21, 2025
March 18, 2025	July 15, 2025	November 18, 2025
April 22, 2025	(August Recess)	December 9, 2025

First Budget Hearing

September 9<sup>th</sup> (Tentative)

Annual Retreat

February 27<sup>th</sup> & 28<sup>th</sup> (Thursday & Friday)

Attachments:

1. 2025 Calendar of Meeting Dates

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2025 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August; and

**WHEREAS**, last year the Village Council opted to meet the third Tuesday of each month at 6:30 p.m.; and

**WHEREAS**, the Village Council desires to continue meeting the third Tuesday of each month for 2025 at 6:30 p.m.; 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. Setting Village Council 2025 Meeting Dates.** The Village Council Meeting dates for the 2025 calendar year will be the third Tuesday of each month at 6:30 p.m. except for the January 2025 meeting being proposed for the second Monday (13<sup>th</sup>) April 2025 meeting being proposed for the fourth Tuesday (22<sup>nd</sup>) and the December 2025 meeting being proposed for the second Tuesday (9<sup>th</sup>).

**Section 3. Implementation.** The Village Manager is hereby authorized to take any actions necessary to implement the purposes of this Resolution. Any changes to the Council meeting dates for 2025 calendar year may be approved by motion of the Village Council.



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

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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.

## JANUARY

M	T	W	T	F	S	S
		1	2	5	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## FEBRUARY

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	15	12	13	14	15	16
17	18	19	20	21	22	23
24	27	26	27	28		

## MARCH

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## APRIL

M	T	W	T	F	S	S
					5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	30	30				

## MAY

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## JUNE

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## JULY

M	T	W	T	F	S	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## AUGUST

M	T	W	T	F	S	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## SEPTEMBER

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## OCTOBER

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## NOVEMBER

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## DECEMBER

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## JANUARY

1st • New Years Day	17th • Presidents Day
20th • Dr. Martin Luther King's Birthday	27th & 28th • Village Council Retreat

## FEBRUARY

## MARCH

13rd & 14th • Purim	12nd & 20th • Passover
	29th • Good Friday

## APRIL

## MAY

26th • Memorial Day	1th - 3rd • Shavuot
	19th • Juneteenth

## JUNE

## JULY

4th • Independence Day	Council Recess
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## AUGUST

## SEPTEMBER

1th • Labor Day	1sh & 2nd • Yom Kippur
9th • First Budget Hearing	6th - 13th • Sukkot
22nd-24th • Rosh Hashanah	13th - 15th • Shmini Atzeret/Simchat

## OCTOBER

## NOVEMBER

11th • Veterans Day	14th-22nd • Chanukah
27th & 28th • Thanksgiving	25th • Christmas Day

## DECEMBER

■ Proposed Village Council Meeting Dates  
■ Council Retreat Dates  
■ Tentative Second Budget Date  
■ Holidays - Village Hall Open Dates

■ Weekend Dates  
○ Village Hall Observed Holidays  
■ Village Election Date  
■ Village Induction Date

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SELECTING TWO MEMBERS FROM A LIST OF THREE FOR APPOINTMENT / REAPPOINTMENT TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD.**

### Issue:

Shall the Village Council select two members from a list of three qualified individuals, to the Police Officers' Retirement Board?

### The Bal Harbour Experience:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Beautiful Environment   | <input checked="" 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:

Bal Harbour Village Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board.

The terms of the two appointed members, Joel Mesznik, appointed March 20, 2018, and Mitchell Lieberman, appointed April 20, 2021, are due to expire on December 31, 2024. The name of third qualified person, Todd Dages, has also been proffered. All have demonstrated that they are committed to the role as trustees and will bring an exceptional level of knowledge and expertise to the Board and have also expressed their willingness serve.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Advisory Board Recommendation:

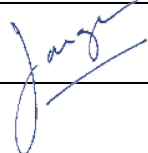
N/A

### Financial Information:

	Amount	Account	Account #
	N/A	N/A	N/A

### 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: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SELECTING TWO MEMBERS FROM A LIST OF THREE FOR APPOINTMENT / REAPPOINTMENT TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Section 13-48 of the Village Code establishes the Police Officers' Retirement Board (the "PORB") and establishes the roles and responsibilities of its members as trustees of the Police Officers' Pension Plan.

Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board."

Additionally, members of the PORB are required to carry out their duties "with the care, skill, prudence and diligence under the circumstances then prevailing which a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims." (Sec. 13-48(k))

At this time, the current composition of the PORB is as follows.

- Joel Mesznik, appointed member, served since November 2018
- Mitchell Lieberman, appointed member, served since April 2021
- Sergeant Ron Smith, elected member, served since October 2017
- Detective Hector Gonzalez, elected member, served since October 2019
- Daniel Gold, Board-selected member, served since August 2009

## **ANALYSIS**

The terms of the two appointed members, Joel Mesznik, and Mitchell Lieberman, are due to expire on December 31, 2024. A third name has been proffered as a potential member.

Mr. Lieberman, a Bal Harbour Village resident since 2015 and retired Goldman Sachs partner, has held leadership roles including president of Goldman Sachs Trust Company and director of Goldman Sachs Cayman Trust. He has also served as a director for The Options Clearing Corporation and a board member of Hedge Fund Cares, supporting abused children. Additionally, he was treasurer of Jewish Family Service of MetroWest New Jersey. A Binghamton University graduate with bachelor's degrees in political and biological sciences, he currently serves on the Binghamton University Foundation Board's Investment Committee and is a board member of the R Baby Foundation, dedicated to improving newborn care. Mr. Lieberman is the current chair of the PORB.

Mr. Mesznik has been President of Mesco Ltd. since its inception in 1990. Mesco Ltd. has provided financial advice related to domestic and international transactions. He started his career in finance at Citibank, NY, in 1970. From 1976 to 1989 he managed the Public Finance Department of Drexel Burnham in New York. He completed numerous financings for hospitals, universities and other public facilities and infrastructure projects. As the founder and director of Pharma/wHealth, he has been responsible for selecting and monitoring asset managers globally since 1993. He has personally invested with a number of asset managers and hedge fund managers in various asset classes."

Mr. Dages is the co-founder and General Partner Emeritus of Spark Capital, where he led investments in companies such as Twitter, Oculus, Slack, Coinbase, Cruise, Wayfair, Affirm, and Discord. He is also the co-founder and Chairman of Liteboxer, a Mixed Reality fitness company, and holds patents for its innovations. Previously, as a General Partner at Battery Ventures, he led investments in notable companies including Akamai Technologies and Arbor Networks. Twice named to the Forbes Midas List of top venture capitalists, he currently serves on the Mount Sinai Foundation Executive Board and has held roles with Brigham and Women's Hospital and Boston Children's Hospital Trust Board. Additionally, he is an owner of the Miami Marlins. Mr. Dages holds a B.S. in Psychology from Trinity College and an M.B.A. from Boston University.

All members have demonstrated that they are committed to their role as trustees and bring an exceptional level of knowledge and expertise to the Board. All members have also expressed their willingness to continue serving.

## **THE BAL HARBOUR EXPERIENCE**

Public Safety is one of the pillars and main elements that contributes to the Bal Harbour Experience and having a team of professional law enforcement professionals is paramount to ensuring that the Village remains safe.

**CONCLUSION**

It is recommended that the Village Council select two of the names proffered to be members appointed to the Police Officers' Retirement Board.

**ATTACHMENTS**

1. Attachment - Mitchell Lieberman Credentials ADA
2. Attachment - Joel R Mesznik CV ADA
3. Attachment - Todd Dagues - Email - Dec9\_2024.pdf

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SELECTING TWO MEMBERS FROM A LIST OF THREE FOR APPOINTMENT / REAPPOINTMENT TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 13-48 of the Village Code establishes the Police Officers' Retirement Board (the "PORB") and establishes the roles and responsibilities of its members as trustees of the Police Officers' Pension Plan; and

**WHEREAS**, Section 13-48(k) requires that members of the PORB carry out their duties with the care, skill, prudence and diligence under the circumstances then prevailing which a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims, and

**WHEREAS**, pursuant to the Village Code, the PORB is comprised of five members, with two members being residents of Bal Harbour Village, appointed by the Village Council, two members being elected by Plan members, and one member being select by the four members and appointed by the Village Council as a ministerial act; and

**WHEREAS**, the terms of the two appointed members, Joel Mesznik, appointed March 20, 2018, and Mitchell Lieberman, appointed April 20, 2021, are due to expire on December 31, 2024; and

**WHEREAS**, a name of a third qualified person, Todd Dagres, has also been proffered for Council Consideration.

**WHEREAS**, all have demonstrated that they are committed to their role as trustees and bring an exceptional level of knowledge and expertise to the Board; and

**WHEREAS**, all members have expressed their willingness to continue serving as members of the PORB.

**WHEREAS**, the Village Council has determined it is in the best interest of the Village to select two of the three names proffered as members to the PORB for a new term.

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

**Section 1. Recitals.** That the above stated recitals are hereby adopted and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Members Re-appointed/Appointed** That the following members are hereby selected to serve on the Police Officers' Retirement Board:

\_\_\_\_\_ and

\_\_\_\_\_.

**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.** This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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.



# MITCHELL LIEBERMAN

9705 Collins Ave. Bal Harbour, FL 33154 | 201-563-2799 | mitchelljlieberman@gmail.com

Mitch Lieberman is a retired partner of Goldman Sachs after a 30 year career at the firm. He was a global co-head of Global Securities Services (GSS) in the Securities Division. GSS comprises the Prime Brokerage, Clearing, Securities Lending and Global Fund Administration businesses. Mitch was a member of the Securities Division Operating Committee and chairman of the Goldman Sachs Trust Company and Goldman Sachs Cayman Trust.

Mitch joined Goldman Sachs in 1980 in Global Operations. He moved to the Equities Division in 1992 as head of Prime Brokerage and became co-chief operating officer of GSS in 1999. Mitch became a Vice President in 1985, Managing Director in 1997 and a partner in 2000. He retired in 2010.

Mitch has been on the board of Binghamton University since 2010 and is currently the chair of the investment committee overseeing an endowment of \$150 million.

Previous board experience includes from 2000 until 2010, Options Clearing Corporation and chair of the audit committee. 2010-2016 Jewish Family Services MetroWest NJ, Treasurer and chair of investment and audit committees.

Mitch earned a BA in biology and political science from Binghamton University in 1980. He has been a resident of Bal Harbour, Florida since 2015.

# JOEL R. MESZNIK

10225 Collins Avenue, Unit 2201  
Bal Harbour, FL 33154

Tel: (914) 261-9345  
joel@mesco-ltd.com

## **BUSINESS HISTORY**

### **Mesco Ltd.**

Mr. Mesznik has been President of Mesco Ltd. since its inception in 1990. Mesco Ltd. has provided financial advice related to domestic and international transactions. He started his career in finance at Citibank, NY, in 1970. From 1976 to 1989 he managed the Public Finance Department of Drexel Burnham in New York. He completed numerous financings for hospitals, universities and other public facilities and infrastructure projects. As the founder and director of Pharma/wHealth, he has been responsible for selecting and monitoring asset managers globally since 1993. He has personally invested with a number of asset managers and hedge fund managers in various asset classes.

## **BOARDS**

**Greenfield Online** (NASDAQ) – Chairman, 1999—2008 (sold to Microsoft)

**RAIT Financial Trust** (NYSE) – Director, 1997—2006

**Pharma/wHealth** (Luxembourg Stock Exchange) – Director, 1993—Current

**Applause, Inc.** (Private) – 2007—Current

**Atlas Growth Partners** – Director, 2013—Current

Mr. Mesznik has qualified as a “Financial Expert” to serve on Audit Committees of Companies listed on NYSE and NASDAQ.

## **PUBLIC SERVICE**

**United States Congress - House Ways and Means Committee**

Anthony Commission on Public Finance

**US Department of Energy - Federal Energy Administration**

Financing Energy Savings Through Federal Loan Guarantees

## **EDUCATION**

Graduate School	<b>Columbia University, New York</b> Masters of Business Administration - Class of 1970
Undergraduate	<b>City College of New York, New York</b> Bachelor of Science - Civil Engineering - Class of 1967
Secondary School	<b>Oxford High School for Boys, Oxford, England</b>

Wednesday, December 11, 2024 at 11:07:23 Eastern Standard Time

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**Subject:** FW: Police Pension Board Contact from Councilman Sklar  
**Date:** Wednesday, December 11, 2024 at 11:07:22 AM Eastern Standard Time  
**From:** Dwight Danie

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**From:** Todd Dagnes <[todd@sparkcapital.com](mailto:todd@sparkcapital.com)>  
**Date:** Monday, December 9, 2024 at 5:15 PM  
**To:** Dwight Danie <[ddanie@balharbourfl.gov](mailto:ddanie@balharbourfl.gov)>  
**Subject:** Re: Police Pension Board Contact from Councilman Sklar

Hello Dwight. Please find my Bio below. Let me know if you need anything else. Thanks.

td

Todd Dagnes

Todd is a co-founder and General Partner Emeritus of Spark Capital. Todd led Spark's investment efforts and oversaw investments in Twitter, Oculus, Slack, Coinbase, Cruise, Wayfair, Affirm, and Discord to name a few.

Todd is co-founder and Chairman of Liteboxer, a Mixed Reality fitness company. He founded the company and has been awarded patents.

Todd was a General Partner at Battery Ventures, where he led investments in Akamai Technologies (NASDAQ: AKAM), Arbor Networks (Donaher), Broadbus (Motorola), Redstone (Siemens), River Delta Networks (Motorola), Qtera (Nortel Networks) and XCOM (Level 3 Communications). He was twice selected to the Forbes Midas List of the top performing Venture capitalists.

Earlier in his career, Todd was a senior technology analyst at Montgomery Securities, Smith Barney and Yankee Group.

Todd was an adjunct professor at the MIT Sloan School of Management and has produced several feature films, including Pretty Persuasion, Transsiberian, Invisible Hands and Nothing Left to Fear.

He currently serves on the Mount Sinai Foundation Executive Board and has served on the President's Advisory Board at Brigham and Women's Hospital and has been a member of Boston Children's Hospital Trust Board.

Todd is an owner of the Miami Marlins Baseball Team.

Todd holds a B.S. in Psychology from Trinity College and an M.B.A. from Boston University. He lives in Miami, FL with his wife Liz Dagnes. He has three children: Jason (31), Emma (30) and Ava (24).

Todd Dagnes  
Spark Capital  
[todd@sparkcapital.com](mailto:todd@sparkcapital.com)  
twitter @todddowl  
[www.sparkcapital.com](http://www.sparkcapital.com)

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES.**

### Issue:

Should the Village Council approve this Resolution to award a performance bonus to General Employees in the Village for their work during the 2023-2024 fiscal year?

### 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>Employee Reward and Retention</u> |   |  |

### Item Summary / Recommendation:

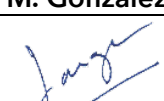
Historically, the Village has not had a merit-based annual salary adjustment for non-union employees but rather an annual performance bonus program. Additionally, over the past two years, non-union employees received a \$1,000 stipend mirroring the Florida Essential First Responders Recognition Payment Program to align with state initiatives and recognize all employees' contributions. For FY2025, the Village proposes eliminating the \$1,000 stipend and consolidating the bonus structure into a unified merit bonus cap of up to 7% for all non-union employees. This recommendation was included and budgeted in the FY2025 Village budget. The rationale for the proposed performance bonus is to help retain and reward employees for their performance while addressing the ongoing challenges of the competitive labor retention and hiring market in South Florida. The shortage of qualified candidates has created significant challenges for the public and private sectors the past several years. For municipalities, these challenges exist in all areas but particularly in public works, police dispatch, information technology, finance, and building. Employee turnover in these areas mirror the turnover rates in other municipalities as compensation has become more competitive in hiring talent for similar positions. In the Village, the average turnover rate for the past four years (2021-2024) has been 13 employees per year for this time-period (this includes full-time and part-time employees who resigned or were terminated and excludes any employee who retired). With each employee vacancy, recruiting skilled and qualified employees has been challenging and takes time to find the right candidate, given the tight and competitive labor market we are experiencing. General employees will be eligible for this performance bonus based on evaluation scores in the areas of work performance, demeanor, dependability, and attendance. Bonuses will be prorated for employees who have not served a full year (excludes contractors/consultants). The budgeted amount for performance bonuses is \$440,750, with the awarded total based on evaluation scores being \$331,320, which represents 75% of the allocated / budgeted funds.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

Amount	Account	Account #
\$331,320	Salaries & Wages in various operating accounts	Various Funds - 501200

### Sign off:

<b>Human Resources Director</b> Ramiro Inguanzo	<b>Chief Financial Officer</b> Claudia Dixon	<b>Village Manager</b> Jorge M. Gonzalez
		

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 17, 2024

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

In 1990, the Village Council adopted a pay plan for the Village's General Employees with an annual non-compounding "performance bonus" for all Village employees who are not covered under the Collective Bargaining Agreement (CBA) with the Dade County Police Benevolent Association (PBA). Village employees covered under the collective bargaining agreement are sworn police officers, detectives, and sergeants. Performance bonuses for the general employees have traditionally been issued in December of each year.

### **ANALYSIS**

Historically, the Village's performance bonus program has not had a merit-based annual salary adjustment for non-union employees, but rather an annual performance bonus program for these employees. Over the past two years, the Village supplemented these merit bonuses with a \$1,000 stipend for non-union employees. This stipend mirrored the Florida Essential First Responders Recognition Payment Program, which provided similar payments to police officers through state funding, reflecting the Village's commitment to aligning with state initiatives and recognizing the contributions of all employees during the COVID Pandemic and then to help offset the impacts of the extraordinary high inflation in recent years.

For FY2025, it is proposed to eliminate this stipend and instead increase the cap for the merit bonus from 5% to 7% for all non-union employees. This adjustment aims to better retain and reward employees for their performance while addressing the challenges of an increasingly competitive hiring market. This recommendation was included and budgeted in the FY2025 Village budget.

General employees, both full-time and part-time, will be eligible for a performance bonus of up to 7% of their salary. The ratings are based upon evaluation by the employee's immediate supervisor in the areas of: (1) work performance, (2) demeanor, (3) dependability and (4) attendance. The performance bonus is pro-rated for employees that are eligible but who have not served a full year with the Village. Contractors and consultants for the Village are not part of this program and are not eligible for a performance bonus.

The rationale for the proposed performance bonus is to help better retain and reward employees for their performance and address the ongoing challenges of the competitive employee and labor retention and hiring market currently being experienced in South Florida. The shortage of qualified candidates has created significant challenges for the public and private sectors over the past several years. For municipalities, these challenges exist in all areas but particularly in our public works, police dispatch, information technology, finance, and building department. Employee turnover in these areas and throughout the Village mirror the turnover rates in other municipalities throughout South Florida as compensation has become more competitive, with municipalities competing with each other to hire talent for similar positions. In Bal Harbour Village, the average turnover rate for the past four years, from 2021 - 2024, has been an average of 13 employees per year for this time-period (this average number includes full-time and part-time employees who resigned or were terminated and excludes any employee who retired). With each employee vacancy, recruiting skilled and qualified employees has been challenging and takes time to find the right candidate, given the tight and competitive labor market we are experiencing.

There are 73 employees eligible for the FY2025 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is \$440,750 for all eligible positions. In January 2020, the Council voted to have the Village Manager supervise and evaluate the Village Clerk. As a result, the Village Clerk's evaluation is done in a manner consistent with all other Department Directors.

Based on the evaluation scores for the 73 employees eligible for a performance bonus, the total amount to be awarded is \$331,320, which represents approximately 75% of the allocated / budgeted funds.

The performance bonus for the Village Manager is to be determined by the Village Council. In November, I provided you with the Village Manager's Annual Report. I have already met individually with each of you to discuss this report and my evaluation. Included in this Resolution is authorization for a performance bonus and/or other adjustments for the Village Manager to be determined by the Village Council.

**THE BAL HARBOUR EXPERIENCE**

Our employees are the resources needed to ensure that all the pillars and main elements that contribute to *The Bal Harbour Experience* are accomplished and having a team of professional employees is paramount to ensuring that the Village's mission and vision are achieved.

**CONCLUSION**

Funds for this program have been included in the FY 2024-25 Operating Budget. Approval to expend these funds in the manner described above is recommended. The Council is asked to consider this item as a whole and not discuss the ratings of individual employees as that review process has already been conducted by the respective immediate supervisor.



**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Bal Harbour has a longstanding tradition of awarding performance bonuses to non-union employees as part of its compensation strategy; and

**WHEREAS**, historically, the Village’s performance bonus program has provided annual bonuses in lieu of merit-based salary adjustments for non-union employees, with a supplemental \$1,000 stipend provided over the past two years; and

**WHEREAS**, for the Fiscal Year 2025, the Village has proposed consolidating the bonus structure by eliminating the \$1,000 stipend and increasing the merit-based performance bonus cap to up to 7% of salary for all eligible non-union employees; and

**WHEREAS**, the amount of the performance bonus awarded to an employee will continue to be based on evaluations by the employee's immediate supervisor in the areas of work performance, demeanor, dependability, and attendance; and

**WHEREAS**, bonuses are pro-rated for employees who have not served a full year with the Village, and contractors and consultants remain ineligible; and

**WHEREAS**, pursuant to the Village Manager’s employment agreement, the Village Manager is eligible to receive a Bonus; and

**WHEREAS**, the Council has reviewed the Village Manager’s Annual Report and desires to award the Manager a Bonus of \_\_\_\_\_; and

**WHEREAS**, Bal Harbour Village remains committed to rewarding employees for their dedication and exceptional service while ensuring competitiveness in a challenging labor market; and

**WHEREAS**, funds for the award of performance bonuses have been included in the FY2024-25 Operating Budget.

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

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

**Section 2. Bonuses Authorized.**

A. That the Village Manager is hereby authorized to award the Bonuses to eligible Village staff.

B. The Village Council hereby authorizes a Bonus to the Village Manager in the amount of \_\_\_\_\_.

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

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon the adoption hereof.

PASSED AND ADOPTED this 17<sup>th</sup> day of December, 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

- V I L L A G E -

## DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: December 17, 2024

SUBJECT: **Discussion Regarding the Village's Position on Water Fluoridation.**

Please place an item on the December 17, 2024, Village Council Meeting Agenda to discuss the village's position on water fluoridation.



# BAL HARBOUR

- V I L L A G E -

## DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Alejandro Levy, Councilman

DATE: December 17, 2024

SUBJECT: **Discussion Regarding General Communication Efforts with Residents.**

Please place an item on the December 17, 2024, Village Council Meeting Agenda to discuss general communication efforts with residents.



# BAL HARBOUR

- VILLAGE -

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: December 12, 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: Dwight S. Danie, Village Clerk 

DATE: December 17, 2024

RE: Bal Harbour Village Committee Appointments/Re-Appointments

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The following are the Council appointees to the Resort Tax Committee and the Budget Advisory Committee. Committee members will serve two-year terms beginning January 1, 2025.

### RESORT TAX COMMITTEE

COUNCILMEMBER	APPOINTEE	SERVED SINCE
Mayor Jeffrey Freimark	Angelique Hibbert	December 3, 2024
Vice Mayor Seth Salver	Jon Bakhshi	November 18, 2024
Councilman Alejandro Levy	Jeff Lehman	January 28, 2021
Councilman Buzzy Sklar	Priscilla Khanna	March 8, 2019
Councilman David Wolf	Jassi Lekach Antebi	December 7, 2022

### BUDGET ADVISORY COMMITTEE

COUNCILMEMBER	APPOINTEE	SERVED SINCE
Mayor Jeffrey Freimark	Andrew Shechtel	March 10, 2021
Vice Mayor Seth Salver	Neca Logan	March 4, 2018
Councilman Alejandro Levy	TBD	TBD
Councilman Buzzy Sklar	Raj Singh	June 13, 2013
Councilman David Wolf	Jonathan Kader	June 8, 2023



# BAL HARBOUR

- VILLAGE -

## MEMORANDUM

TO: Honorable Mayor and Council  
FROM: Susan L. Trevarthen *SLT*  
DATE: December 9, 2024  
RE: Monthly Report of Village Attorney for November Activities

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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 November 2024 (102), we completed our work for the November Council meeting and the ARB meeting, and began to review, advise, and prepare documents for agenda items for the December Council meeting and workshop/executive session. We attended the weekly staff meetings, the November ARB meeting, and the monthly agenda review and after action meetings.

Specific additional matters included:

- We reviewed documents, analyzed case law, evaluated arguments, and conferred with client re research inquiry and potential discussion item.
- We analyzed issues, reviewed/revised drafts, and conferred with staff concerning easement requirements for electrical upgrades.
- We analyzed research on construction crane regulations, and conferred with client.
- We conferred with staff and reviewed applicable laws and opinions concerning the request for video footage taken by Village contractor, and began preparation of a warning in connection with release of video.
- We reviewed and analyzed recent case law on challenges to the home-based business exemption.
- We assembled training materials for an ethics workshop for newly-elected Village councilmember.
- We addressed a public records inquiry, analyzed an inquiry re follow up on the election on the homeless tax question, and addressed a mutual aid agreement.

- We conducted research relating to inquiry in connection with the expenditure of public funds for donations.
- We conferred with staff and reviewed correspondence alleging building violations at the St. Regis.
- We analyzed a permit extension request, and conferred with counsel for Rivage.
- We conferred with staff and conducted legal research in connection with responding to a Google review concerning Park access.

### **Additional Services**

For the Dade County PBA Collective Bargaining matter, we reviewed pay slotting for PBA contract; and conferred with staff, developed strategies and reviewed and responded to various correspondence from PBA Counsel concerning continued negotiations.

For NV2A Group Construction Litigation matter, we conferred with client, reviewed correspondence related to settlement; reviewed correspondence with counsel regarding CO requirements and permits for closeout; provided internal update to staff and Village Council concerning stipulation of dismissal.

For Security/Landscaping Assessment matter, we reviewed correspondence regarding legal counsel for FPL issues and drafted resolution to approve legal counsel for these matters.

For Zyscovich matter, we scheduled call with staff and reviewed prior correspondence; provided an update regarding next steps for assessing claim; strategized and prepared for and attended client meetings relating to potential damages for errors and omissions.

For Bal Harbour Shops (Live Local Act) matter, we reviewed and drafted correspondence regarding denial and subsequent submission of information.

For Bal Harbour Shops Submissions matter, we reviewed and drafted correspondence regarding denial letter, and reviewed and drafted correspondence concerning Shops' submission of additional information.