



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 25, 2024
7:00 PM

Susan Bickel
Mayor

Deborah Searcy
Vice Mayor

Judy Pierman
President Pro Tem

Karen Marcus
Councilmember

Vacant
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

- [1.](#) Minutes of the Regular Session held January 11, 2024

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

2. **RESOLUTION** – Approving the Purchase of Twelve Cisco Network Switches from SHI International Corporation at a total amount not to exceed \$49,070.28.
3. **RESOLUTION** – Approving a Contract award to Florida Sidewalk Solutions, LLC for repair of sidewalk trip hazards at a total amount not to exceed \$36,635.63; and authorizing execution of the Contract.
4. Receive for file Minutes of the Business Advisory Board meeting held 9/19/23.
5. Receive for file Minutes of the Business Advisory Board meeting held 10/17/23.
6. Receive for file Minutes of the Environmental Committee Meeting held 11/6/23.
7. Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 11/14/23.
8. Receive for file Minutes of the Recreation Advisory Board meeting on 12/12/23.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

9. **1ST READING OF ORDINANCE 2024-03 – MAJOR PUD AMENDMENT** Consider a motion to adopt on first reading Ordinance 2024-03 amending Ordinance No. 2017-07 approving a Commercial Planned Unit Development on approximately 2.72 acres of real property located on the west side of U.S. Highway One north of Ebbtide Drive and South of Lighthouse Drive to approve an additional sign waiver for the commercial outparcel building.
10. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-01 – ADOPTING ADMINISTRATIVE AMENDMENTS OF THE FLORIDA BUILDING CODE TO VILLAGE CODE** Consider a motion to adopt and enact on second reading Ordinance 2024-01 adopting Administrative Amendments to the 8th (2023) Edition of the Florida Building Code.
11. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-02 – CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS** Consider a motion to adopt and enact on second reading Ordinance 2024-02 amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances to readopt certain regulations relating to the volume and massing of single-family dwellings; amending Section 45-27, "R-1 Single Family Dwelling District," to require additional setbacks for second stories, limit the floor area of the second story, and prohibit blank walls.

OTHER VILLAGE BUSINESS MATTERS

12. **RESOLUTION – ANNOUNCING THE VILLAGE GENERAL ELECTION** Consider a motion to adopt a resolution announcing the date of the Village General Election, Annexation Referendum Election, and Run Off Election, if necessary; designating voting locations; requesting that the Supervisor of Elections conduct the Election; authorizing the Supervisor of Elections to certify the accuracy of the tabulation equipment and handle, certify and canvass all ballots, including absentee ballots; and designating the Canvassing Board.
13. **RESOLUTION – DELL LAPTOPS PURCHASE FOR POLICE DEPARTMENT** Consider a motion to adopt a resolution approving the purchase of thirty-five Dell laptop computers and related equipment at a total amount not to exceed \$77,151.55.
14. **RESOLUTION – BLANKET PURCHASE ORDER INCREASE FOR SIDEWALK REPAIR** Consider a motion to adopt a resolution increasing the Blanket Purchase Order with Flying Scot Inc. to \$200,000 for sidewalk repair.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JANUARY 11, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Judy Pierman, President Pro Tem
Karen Marcus, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bickel gave the invocation and Vice Mayor Searcy led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held December 14, 2023 and the Minutes of the Special Session held December 21, 2023 were approved as written.

Mayor Bickel gave a statement regarding her concerns about misinformation, rumors and disparagements that have taken place over social media. Mayor Bickel stated that disagreements were an important part of democracy but the way the disagreements have been handled in the community lately needed to stop. Mayor Bickel stated that every single action that has been taken by former, current Councilmembers have been done at a noticed public meeting, and that the accusations that business had been conducted behind closed doors was offensive. Mayor Bickel encouraged residents to attend Council meetings or watch them online. Mayor Bickel also encouraged residents to join a Village board or committee. Mayor Bickel stated that the Village also has a monthly newsletter, weekly bulletin and a Village website that was easily accessible to residents. Mayor Bickel also encouraged residents to talk to or email Councilmembers or the Village Manager to get information directly from the source. Mayor Bickel concluded by stating that it was time that residents treat all members of the community with respect.

STATEMENTS FROM THE PUBLIC

Cindy Seaberg, 860 Fathom Court, stated that she presented a petition with 700 signatures to Council last year that requested the installation of pickle ball courts in the Village. Ms. Seaberg requested a status update on the new pickle ball courts.

STATEMENTS FROM THE PUBLIC *continued*

Tom Seller, 134 Lakeshore Drive, #915, gave information regarding the amount of pickle ball courts that were available in surrounding communities and expressed concern that the Village did not have any pickle ball courts.

Chris Ryder, 118 Dory Road S, welcomed the new interim Councilmembers and expressed his concerns regarding the proposed project at the Twin Cities Mall site and the proposed 200 Yacht Club Drive project. Mr. Ryder expressed concern that the agenda for the Joint Planning, Zoning and Adjustment Board meeting between the Village and the Town of Lake Park was pulled from the website after the meeting was canceled. Mr. Ryder referenced the Village's Organizational Chart and expressed concern regarding correspondence between Village staff and Advisory Board members.

Marilyn Tiedemann, 100 Wettaw Lane, expressed her concerns and opposition of the proposed Twin Cities Mall site project.

Ron Okolichany, 417 Northlake Drive, wished everyone a Happy New Year and conveyed gratitude to Judy Pierman and Karen Marcus for stepping up as interim Councilmembers. Mr. Okolichany stated that Councilmembers were elected to represent the will and desires of the Village residents and he hoped the newly elected Councilmembers for 2024 would hear the residents and listen to what they have to say, respond to emails and phone calls in a timely manner and not vote for items that residents were against.

Denise Robinette, 756 Prosperity Farms Road, expressed her concerns regarding the proposed Twin Cities Mall site project.

Mary Phillips, 525 Ebbitide Drive, stated that she supported Mayor Bickel's statement at the beginning of the meeting and expressed her concerns regarding the proposed Twin Cities Mall site project.

CONSENT AGENDA APPROVED

Councilmember Marcus moved to approve the Consent Agenda. Vice Mayor Searcy seconded the motion, which passed unanimously. The following items were approved:

Motion to grant a merit increase of 4.1% to the Village Clerk based upon the averaged score of the performance evaluations and directing the Village to process same.

Resolution approving an Amendment to the Professional Services Agreement with Chen Moore and Associates, Inc. to increase the total amount of compensation in an amount not to exceed \$80,000 for Fiscal Year 2024; and authorizing execution of the Amendment.

Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2024 Budget to convert two part-time Building Construction Inspector positions to one full-time Senior Building Construction Inspector position.

Receive for file Minutes of the Recreation Advisory Board meeting held 11/14/23.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2024-01 ADOPTING ADMINISTRATIVE AMENDMENTS OF THE FLORIDA BUILDING CODE TO VILLAGE CODE

A motion was made by Vice Mayor Searcy and seconded by Councilmember Marcus to adopt on first reading Ordinance 2024-01 entitled:

ORDINANCE 2024-01 ADOPTING ADMINISTRATIVE AMENDMENTS OF THE FLORIDA BUILDING CODE TO VILLAGE CODE *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING ADMINISTRATIVE AMENDMENTS TO THE 8TH (2023) EDITION OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Caryn Gardner-Young explained that the purpose of the ordinance was an administrative function that needed to take place every three (3) years wherein every municipality and county is required to adopt updates and amendments to their building code in order to match the updates and amendments of the Florida Building Code.

Thereafter, the motion to adopt on first reading Ordinance 2024-01 passed unanimously.

ORDINANCE 2024-02 CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Pierman to adopt on first reading Ordinance 2024-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES TO READOPT CERTAIN REGULATIONS RELATING TO THE VOLUME AND MASSING OF SINGLE-FAMILY DWELLINGS; AMENDING SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REQUIRE ADDITIONAL SETBACKS FOR SECOND STORIES, LIMIT THE FLOOR AREA OF THE SECOND STORY, AND PROHIBIT BLANK WALLS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Caryn Gardner-Young began a presentation that explained the history of the revisions that were made to the volume and massing regulations for single-family dwellings in the Village’s code. Mrs. Gardner-Young discussed and explained the proposed new language and reviewed the recommendations of the Planning, Zoning and Adjustment Board.

Chris Ryder, 118 Dory Road S, expressed concern that certain revisions to the code as it related to the volume and massing of single-family dwellings should have been made years ago.

Lisa Interlandi, 150 Anchorage Drive S, gave her recommendations for revisions to the volume and massing regulations for single-family dwellings code. Ms. Interlandi specifically recommended not allowing an exemption of the second floor setback for homes that are located on a waterway.

Gregory Sean Foster, 4149 Burns Road, stated that he did not have an opinion either way on the volume and massing regulations for single-family dwellings in the Village’s code. Mr. Foster was concerned about potential homebuilders such as himself not having the proper warning of revisions to the code so that they can prepare and plan properly.

ORDINANCE 2024-02 CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS *continued*

Discussion ensued between Councilmembers, Mr. Rubin and staff regarding the proposed revisions to the volume and massing regulations for single-family dwellings in the Village's code.

Councilmembers gave their recommendations for revisions.

Mrs. Gardner-Young and Mr. Rubin noted the recommendations and stated that they would bring them back for consideration at the second reading of the ordinance.

Thereafter the motion to adopt on first reading Ordinance 2024-02 passed unanimously.

RESOLUTION 2024-03 – POLICE DEPARTMENT BOAT PURCHASE

A motion was made by Councilmember Marcus and seconded by Vice Mayor Searcy to adopt Resolution 2024-03 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF A FLUID WATERCRAFT PATROL BOAT FROM SIROCCO MARINE LLC TO REPLACE THE POLICE DEPARTMENT'S MARINE 1 PATROL BOAT AND THE PURCHASE OF TWO SUZUKI OUTBOARD ENGINES FROM NICK'S CREATIVE MARINE, INC.; WAIVING THE VILLAGE'S PURCHASING POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff stated the Police Department's current Contender boat was twenty-four (24) years old and had taken on water was submerged. Mr. Huff explained that since the boat was now inoperable, the Police Department was in need of another boat. In lieu of ordering a newly built replacement boat, which would require a significant wait time, the Village's Purchasing Policies and Procedures would need to be waived in order to purchase a new 2023 boat that was already built and ready to be put to use right away.

Thereafter the motion to adopt Resolution 2024-03 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mr. Huff gave an update on the undergrounding of utilities by FPL in the Village and the plans for the dry storage project at Anchorage Park.

President Pro Tem Pierman stated that she was proud to see residents in attendance and thanked them for voicing their opinions. President Pro Tem Pierman thanked Council for the opportunity to serve the Village again.

Councilmember Marcus stated that Ms. Tiedeman left out the Toleno family from the list of original Village of North Palm Beach families that she mentioned in her public comment.

Mr. Huff gave an update on the timeline and location of the proposed installation of pickle ball courts in the Village.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Vice Mayor Searcy announced that the Hot Cars and Chili event would be taking place in approximately two weeks and that Recreation Department staff was still in need of participants for cars and chili.

Vice Mayor Searcy requested updated photos of the newest Councilmembers.

Vice Mayor Searcy requested an update on the lighting code.

Mr. Huff and Mrs. Gardner-Young stated that the lighting code was in the process of being reviewed and would be brought to Council for consideration at a future meeting.

Mr. Huff gave an update on discussions regarding the proposed Twin Cities Mall site project and stated that the developer had tentatively scheduled a meeting on January 29 at the Community Center between 5 p.m. and 7 p.m. for a presentation and conversation with residents about the proposed project.

VILLAGE MANAGER MATTERS/REPORTS

Police Chief Richard Jenkins began a presentation on the Police Department's Annual Report. Chief Jenkins discussed and explained the average response time analysis, crime statistics, crime analysis report three (3) year statistics, North Palm Beach as the 6th safest city in Florida, North Palm Beach Police Department 30x30 Initiative, annual recruitment analysis, arrestee demographics analysis, Baker Act analysis, NET accomplishments analysis, Police Department fiscal data and SWOT analysis.

Councilmembers expressed their gratitude to Police Chief Jenkins and the Village's Police Department for all that they do.

Mr. Huff stated that former Village Manager Andy Lukasik had initiated the Neighborhood Enhancement Team (NET). Mr. Huff thanked Council for allowing the program that helps individuals in the community that are in need. Mr. Huff also expressed gratitude to Police Chief Jenkins and the Village's Police Department for all that they do.

President Pro Tem Pierman expressed gratitude for "Coffee with a Cop" and encouraged residents to participate.

Mr. Rubin gave an update on the potential lawsuit to challenge the Form 6 requirement. Mr. Rubin provided a handout with information regarding the potential lawsuit and asked Council to review and let him know if it was something they wanted to pursue.

Mr. Huff announced that Village offices would be closed on Monday, January 15 in observance of Martin Luther King Day.

Councilmember Marcus announced an Arbor Day Celebration on January 20 at Osbourne Park.

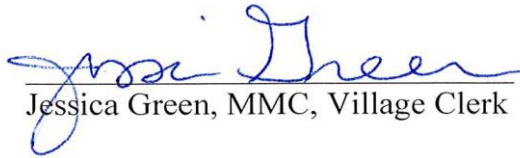
Mayor Bickel reiterated that she was thankful for residents attending meetings and encouraged everyone to continue to attend. Vice Mayor Bickel reminded everyone that Council and the Village Manager were accessible by email or phone and that information was readily available in the monthly and weekly newsletter and the website.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Vice Mayor Searcy explained that she and the other Councilmembers had jobs in addition to their service on the Village Council. Vice Mayor Searcy stated if she or other Councilmembers were not as responsive as residents would like it was because they were there to serve their community in their spare time and would always do their best to respond in a timely manner.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:41 p.m.


Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH INFORMATION TECHNOLOGY

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Michael Applegate, IT Director

DATE: January 25, 2024

SUBJECT: **RESOLUTION – Approving the Purchase of Cisco Network Switches pursuant to pricing established by State Contract at a total cost of \$49,070.28**

During the FY 2023 budgetary process, funds were allocated to upgrade our current network infrastructure with new network switches. The Village's current switches are seven years old and have reached end of service life status. Due to the end of service life status, support and hardware updates are no longer available from the manufacturer. Current equipment also lacks needed bandwidth, centralized management, and enhanced security functionality. Several of the switches are starting to experience hardware failures and shut down unexpectedly.

After extensive research and product demonstrations, the Information Technology Department recommends the purchase of twelve Cisco network switches. Cisco is the industry standard in network switching and security. Cisco's networking solution will provide managed switches at all Village facilities. Additionally, networking switches will provide for increased bandwidth, added security, power over ethernet functionality, reduced power consumption, centralized management, and advanced energy management features.

The Information Systems department has found a vendor, SHI International Corporation, which provided a quote to the Village in the amount of \$49,070.28 for twelve (12) Cisco network switches in accordance with prices established by Florida State Contract No. 43220000-NASPO-19-ACS (Data Communications Products and Services). All state contracts are competitively bid.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Information Technology	A5004-35111	Computer Supplies	\$49,070.28

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution authorizing the purchase of twelve (12) Cisco network switches from SHI International Corporation utilizing pricing established in Florida State Contract No. 43220000-NASPO-19-ACS at a total cost of \$49,070.28, with funds expended from Account No. A5004-35111 (IT – Computer Supplies), in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWELVE CISCO NETWORK SWITCHES FROM SHI INTERNATIONAL CORPORATION PURSUANT TO PRICING ESTABLISHED BY STATE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is requesting the purchase of new network switches to replace current switches that have reached end of service life status and to upgrade the Village's network infrastructure; and

WHEREAS, Village Staff recommends the purchase of twelve (12) Cisco network switches pursuant to pricing established in Florida State Contract No. 43220000-NASPO-19-ACS (Data Communications Products and Services); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of twelve (12) Cisco network switches pursuant to pricing established in Florida State Contract No. 43220000-NASPO-19-ACS (Data Communications Products and Services). The total amount expended for this purchase shall not exceed \$49,070.28, with funds expended from Account No. A5004-35111 (Information Technology – Computer Supplies).

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Pricing Proposal
Quotation #: 24119536
Created On: 10/31/2023
Valid Until: 1/31/2024

FL-Village of North Palm Beach

Michael Applegate

501 US Highway 1
Information Technology
North Palm Beach, FL 33408
United States
Phone:
Fax:
Email: mapplegate@village-npb.org

Inside Account Executive

Alejandro Cortes

300 Davidson Avenue
Somerset, NJ 08873
Phone: 800-527-6389 EXT 652-0307
Fax:
Email: alejandro_cortes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Catalyst 9200L 24-port PoE+, 4 x 1G, Network Advantage Cisco Systems - Part#: C9200L-24P-4G-A Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 43220000-NASPO-19-ACS	6	\$1,644.92	\$9,869.52
2 SNTC-8X5XNBD Catalyst 9200L 24-po Cisco Systems - Part#: CON-SNT-C920L2GA Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 43220000-NASPO-19-ACS Note: Duration: 12 months	6	\$210.64	\$1,263.84
3 C9200L Cisco DNA Advantage, 24-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-A-24-3Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 43220000-NASPO-19-ACS	6	\$1,089.54	\$6,537.24
4 Catalyst 9200L 48-port Partial PoE+, 4 x 1G, NW Advantage Cisco Systems - Part#: C9200L-48PL-4G-A Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 43220000-NASPO-19-ACS	6	\$2,826.96	\$16,961.76
5 SNTC-8X5XNBD Catalyst 9200L 48-port Partial PoE+, 4 x Cisco Systems - Part#: CON-SNT-C9200L84 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 43220000-NASPO-19-ACS Note: Duration: 12 months	6	\$369.41	\$2,216.46
6 C9200L Cisco DNA Advantage, 48-port, 3 Year Term license Cisco Systems - Part#: C9200L-DNA-A-48-3Y Contract Name: NASPO Data Communications Contract #: AR3227	6	\$2,036.91	\$12,221.46

Total \$49,070.28

Additional Comments

The following is related to the Cisco items on this quote:

- Please see the following links to [Cisco's Security and Trust Center](#) , [Trust Portal](#) , [Online Privacy Statement](#) , as well as [Customer Master Data Protection Agreement](#) which all are incorporated by reference into the EULA

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

NASPO ValuePoint

PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Master Agreement #: AR3227

Contractor: **Cisco Systems, Inc. (Contractor)**

Participating Entity: **State of Florida, Department of Management Services (Department)**

Agreement No. **43220000-NASPO-19-ACS**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Data Communications Products and Services led by the State of Utah (Lead State) for use by Agencies, as defined in section 287.012, Florida Statutes, and authorized by section 287.042(16), Florida Statutes. For purposes of this Participating Addendum, the Department and Cisco Systems, Inc. are collectively referred to herein as the "Parties."
2. **Alternate Contract Source Agreement (ACS):** ACS refers to this Participating Addendum, Exhibit A: Additional Special Contract Conditions, Exhibit B: Special Contract Conditions, and the Master Agreement and all attachments.
3. **Order of Precedence:** All terms and conditions contained in the ACS are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS unless modified in writing by the parties.

This Participating Addendum and Exhibit A: Additional Special Contract Conditions may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into the ACS, enter into a written amendment with the Department reflecting the addition of such amendments.

In the event of conflict, the following order of priority governs:

- a) This Participating Addendum and all Amendments, with the latest issued having priority;
- b) Exhibit A: Additional Special Contract Conditions;
- c) Exhibit B: Special Contract Conditions;
- d) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;
- e) Attachment B: Scope Awarded to Contractor
- f) Attachment C: Pricing Discounts and Value-Added Services
- g) An Order issued against the ACS;
- h) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions, Exhibits 1 and 2;
- i) The Solicitation, SK18001 (Request for Proposals), Data Communications Products and Services;
- j) The Contractor's response to the Solicitation, as revised (if permitted) and accepted

NASPO ValuePoint

PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**
by the Lead State.

4. Term of the Participating Addendum:

- a) **Initial Term:** The initial term of the ACS will become effective on the last date the document is signed by all Parties, whichever is later, and shall be effective through September 30, 2024, unless terminated earlier, in accordance with Exhibit A: Additional Special Contract Conditions or Exhibit B: Special Contract Conditions.
- b) **Renewal:** Upon agreement of the Parties, the Department and the Contractor may renew the ACS in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same term, conditions, and modifications set forth in the ACS. The Contractor and the Department may negotiate renewal term pricing, which shall not exceed the pricing provided during the initial term as set forth in the Master Agreement.

5. Product and Service Offering: The Contractor is authorized to provide the Products and Services set forth in Attachment C of the Master Price Agreement AR3227 as follows:

- Category 1.1: Unified Communications
- Category 1.2: Networking
- Category 1.3: Routers, Switches, Security, and Storage Networking
- Category 1.4: Wireless
- Category 1.5: Facility Management, Monitoring, and Control

Value Added Services are permitted under this PA to the extent they are within the scope of the Master Agreement, and do not overlap with services offered through a state term contract, agency customers are obligated to use the state term contract(s) to purchase the service(s).

6. Master Price Agreement Number: All purchase orders issued by agencies within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3227 and Participating Addendum/ACS number: 43220000-NASPO-19-ACS.

NASPO ValuePoint

PARTICIPATING ADDENDUM**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

7. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose CA 95134
Telephone:	(408) 424-0712
Email:	nvp-help@cisco.com

State of Florida

Name:	Christia Nunnery
Address:	4050 Esplanade Way, Tallahassee Florida 32399
Telephone:	850-488-8367
Email:	Christia.nunnery@dms.myflorida.com

8. Participating State or Entity Terms and Conditions

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the State of Florida. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to its contractual relationship with the Contractor under the Terms and Conditions of the State of Utah NASPO ValuePoint Master Agreement.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A – Additional Special Contract Conditions

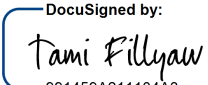
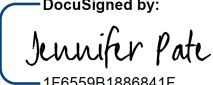
Exhibit B – Special Contract Conditions

NASPO ValuePoint

PARTICIPATING ADDENDUM**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Florida	Contractor: Cisco Systems, Inc.
By: <small>DocuSigned by:</small>  <small>991459A211104A3...</small>	By: <small>DocuSigned by:</small>  <small>1F6559B1886841F...</small>
Name: Tami Fillyaw	Name: Jennifer Pate
Title: Chief of Staff	Title: Authorized Signatory
Date: 6/9/2021 9:37 PM EDT	Date: 6/8/2021 1:23 PM PDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The following changes are modifying or supplementing the Master Agreement and ACS terms and conditions. These modifications or additions apply only to actions and relationships within the ACS.

Upon execution of the ACS, Customers may purchase products and services under contract using the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

- A. Vendor Registration: In order to complete any transaction between an Individual Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
- B. Purchases: In order to procure products and services hereunder, Customers shall issue purchase orders or use a purchasing card which shall reference Florida Alternate Contract Source Number 43220000-NASPO-19-ACS. Customers are responsible for reviewing the terms and conditions of this ACS, including all Exhibits.
- C. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this ACS, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- D. The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- E. Product and Service Offerings: The Contractor is authorized to provide Products and Services as referenced in Section 5 of the Participating Addendum (PA). Any Product or Service offerings not listed are not approved.
- F. Employment Eligibility Verification: The language of subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.

- G. Price List/Preferred Price: The Contractor's price list will be the same as the NASPO ValuePoint price list, and the Department will post a link on the Department's website to the price list posted on the NASPO ValuePoint website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Customers wherever possible.
- H. Orders: Any Order placed by a Customer for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under and governed by the terms and conditions of the ACS. A Customer may request more stringent terms than provided in this PA. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, signed by both parties, and integrated into the ACS order of precedence as reflected on the PA.
- I. Electronic Invoicing: The Contractor or Fulfillment Partner(s) may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
- a. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - b. PO Flip via AN
The online process allows Contractors or Fulfillment Partner(s) to submit invoices via the AN for catalog and non-catalog goods and services. Contractors or Fulfillment Partner(s) have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor or Fulfillment Partner(s) warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's or Fulfillment Partner(s) trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor or Fulfillment Partner(s) under the contract.

The Contractor or Fulfillment Partner(s) will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- J. Product Installation & Invoicing: Contractor or Fulfillment Partner(s) will provide timely billing and Customer will notify Contractor or Fulfillment Partner(s), in writing, of any billing concern.

- K. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with the ACS.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	20 calendar days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under the ACS.

- a. **Contract Quarterly Sales Report:** The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 30 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due October 30th.

Quarter 2 - (October-December) – due January 30th.

Quarter 3 - (January-March) – due April 30th.

Quarter 4 - (April-June) – due July 30th.

Quarterly reporting requirements begin the date of ACS execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the FL DMS Quarterly Sales Report Form. The report will include all sales (invoiced) from Customers received (associated with this ACS) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this ACS may be terminated for convenience or the Department may choose to not renew the ACS.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- b. **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 20 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP

website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- L. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
- M. Financial Consequences: The following financial consequences will be assessed for nonperformance of the Quarterly Sales Report and Monthly Transaction Fee Report requirements. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal. These consequences for non-performance are not to be considered penalties.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 30 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 20 th calendar day after close of the period.	100%	Monthly	\$100

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

- N. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Participating State will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor shall address the agenda items and any of the Participating State's additional concerns at the meeting. At minimum, the parties shall meet to discuss:
- Program compliance
 - Program trending review
 - Savings report: Hard dollar and soft dollar
 - Spend report
 - Subcontractor and contingent staff performance
 - Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and PA termination.

- O. Resellers/Partners: The Contractor may use resellers/partners which includes, but is not limited to, Fulfillment Partner(s), in order to provide equipment and services. All such resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within the ACS and the Customer Order, including work performed by a reseller/partner. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the ACS and the Customer Order. The Contractor agrees for all such resellers/partners providing commodities and performing services in furtherance of the Contract, the Contractor agrees to include a requirement in all reseller/partner agreements to adhere to all Contract terms. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- P. All licenses obtained under this ACS shall be transferable to the extent necessary for any Customer reorganization under section 20.06, Florida Statutes.

- Q. The following modifications are made to Exhibit B, Special Contract Conditions:

- i. Exhibit B, Special Contract Conditions Section 6.4.2, Rejected Commodities, is hereby deleted and replaced in its entirety with the following:

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within thirty (30) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will

reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

- ii. Exhibit B, Special Contract Conditions Section 7.2, General Liability Insurance, is hereby deleted and replaced in its entirety with the following:

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations with limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. This insurance must provide coverage for claims that arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract for liabilities that fall within Contractor's indemnity obligations under this Contract and that are covered by such insurance.

- iii. Exhibit B, Special Contract Conditions Section 7.3, Florida Authorized Insurers, is hereby deleted and replaced in its entirety with the following:

7.3 Florida Authorized Insurers

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all required coverage is in place and showing the Department to be an additional insured as required by Section 7.2 above.

- iv. Exhibit B, Special Contract Conditions Section 7.5, Indemnification, is hereby deleted and replaced in its entirety with the following:

7.5 Indemnification

7.5.1 General Indemnity

Contractor shall defend, indemnify and hold harmless the Customer and the State of Florida, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all fines, claims, assessments, suits, judgments, losses, liabilities, damages, and expenses (including, without limitation, consequential, special, indirect, and punitive damages, including, court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the acts or omissions of the Contractor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the Customer's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Contractor and the Customer in such proportion as jointly determined by

the Contractor and the Customer. Such determination of proportionality shall appropriately reflect the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Contractor shall be proportionately reduced based upon the Customer and Contractor's joint agreement determining the proportion of damages and expenses to be reallocated.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. The foregoing indemnification obligations are conditioned upon the Customer promptly notifying the Contractor in writing of the claim, suit or proceeding for which the Contractor is obligated under this Section, cooperating with, assisting and providing information to, the Contractor as reasonably required, and granting the Contractor the right to defend or settle such claim, suit or proceeding.

7.5.2 Intellectual Property Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, (including, without limitation, consequential, special, indirect, and punitive damages including court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), arising from or related to an Intellectual Property Rights Claim ("IPR Claim") that any product or service supplied under this Agreement violates or infringes Third Party Intellectual Property Rights ("IPR"). Contractor's obligations to defend the IPR Claim and indemnify the Customer and the State of Florida, are conditional upon:

- Customer notifying Contractor promptly in writing of the IPR Claim or threat thereof;
- Customer giving Contractor authority to defend and settle the IPR Claim and any subsequent appeal; and
- Customer giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.

Third Party IPR as used within this section means a United States copyright existing as at the Effective Date or a United States patent issued as at the Effective Date.

If an IPR Claim has been made, or in Contractor's opinion is likely to be made, Contractor agrees, at Contractor's option and expense, either to: (a) procure for Customer the right to continue using the Product; or (b) replace or modify the Product so that there is no longer an infringement. In the event Contractor, using all available resources and best efforts, is unable to resolve the IPR claim and/or implement one of these two options, Contractor shall provide the Department and Customers with 10 business days advance written notice of Contractor's need to terminate both the Contractor's and Customer's respective rights and obligations under the Customer's agreement with regard to the product or service. Customer will promptly return the product to Contractor and or discontinue use of the service. Contractor will refund to Customer a prorated portion of the amount paid for the products or services for the remainder of the unexpired usage term.

Notwithstanding the foregoing, Contractor has no obligation or liability for any IPR Claim arising from a Customer performing any of the following:

- Combining, operating, or using a product or service supplied under this Agreement with any product, device, or software not supplied by Contractor which results in an IPR Claim issued for the Contractor provided product or service;
 - Altering or modifying any product or service supplied under this Agreement which results in an IPR Claim issued for that product or service;
 - Requiring Contractor comply with Customer's designs, specifications, requests, or instructions which results in an IPR Claim issued for that product or service; or
 - Continuing to use the product or service as is after Contractor has notified Customer in writing of the requirement to implement modifications or changes capable of being made by the Customer in or to the product or service to avoid such an IPR Claim and failing to utilize the replacement product or service offered by Contractor;
- or
- Revenue generating activities or earnings made by Customer from services that it provides to external or internal customers that makes use of the product or services where such revenue generating activities results in the IPR claim issued for that product or service.

This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of Customer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. The Customer and the Department, however, shall maintain all other rights and remedies available under this Contract and under state or federal law as may be applicable to an infringement or alleged infringement of any intellectual property or proprietary rights.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties.

- v. Exhibit B, Special Contract Conditions Subsection 8.4.1, Ownership, is hereby deleted and replaced in its entirety with the following:

8.4.1 Ownership.

The parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, except as otherwise expressly set forth in an applicable Statement of Work ("SOW") and unless specifically addressed otherwise in the Contract, the State of Florida shall retain all intellectual property rights to its data and property. Cisco and its licensors retain ownership in all intellectual property rights in and to the Cisco Content Software, Cloud Service and all underlying technology and associated documentation related thereto.

- vi. Exhibit B, Special Contract Conditions Section 9, Data Security, is hereby deleted and replaced in its entirety with the following:

9 Data Security

The Contractor will implement measures designed to maintain the security of Customer data received from the Customer or its users ("State of Florida Data") including, but not limited to, following 'clean desk' practices and ensuring that State of Florida Data is not left unattended at public workspaces and ensuring State of Florida Data is stored and secured when not in use. Contractor and its subcontractors cannot guarantee that all of its products and services will be performed inside the United States, and cannot guarantee that State of Florida Data will only be accessed within the United States. Contractor will continuously provide the Department and Customers with the most accurate and current information about which of services and products available under

this Contract cannot be performed inside the United States and/or may require State of Florida Data to be sent, transmitted, or accessed outside of the United States. When Contractor provides cloud computing, as defined in Rule 60GG-4.002(4)(b), F.A.C., Contractor agrees to cooperate with the Customer and perform all actions necessary to assist with all tasks in furtherance of the Customer's efforts to comply with the obligations under Rule 60GG-4, F.A.C., as applicable.

In the event of a Security Breach involving State of Florida Data attributable to the Customer or its users, the Contractor shall give notice to the Customer at the address provided by the Customer and the Department within forty-eight (48) hours of the Security Breach. A Security Breach, for purposes of this section, will refer to a confirmed event that compromises the confidentiality, integrity, or availability of State of Florida data ("Security Breach"). Once a Security Breach has been contained, the Contractor must provide the Department with a post-incident report documenting all relevant containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party, approved by both Parties (such approval shall not be unreasonably withheld), to audit Contractor's findings and produce an independent report. The Contractor shall cooperate in good faith with the third party audit, which shall take place on the specific start date agreed to by the Parties, occur during normal working hours, and be performed in accordance with the Contractor's facility access procedures where facility access is required. Release statements shall not be required for the Department or its designee to conduct such audits. The scope, duration, and location of the audit will be jointly determined by the Parties based upon the Security Breach being audited, and such approval shall not be unreasonably withheld. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information applicable to Contractor or the services provided under this Contract. The Contractor will make available to Customers and the Department information about which of its offers are HIPAA compliant, and the Customer will provide Contractor with notice that protected health information may be shared with Contractor.

Except for any liability which cannot be limited or excluded under mandatory applicable law, Cisco shall be liable for any and all claims, losses, liabilities, damages, and expenses arising out of or in connection with a claim, suit or proceeding brought by a third party based upon a Security Breach (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise). Such liability shall not exceed \$1,000,000.00 (one million dollars) in U.S. dollars per Event and \$10,000,000.00 (ten million dollars) in the aggregate for all claims arising under this Agreement. For purposes of determining the liability due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single Event ("Event").

- vii. Exhibit B, Special Contract Conditions Section 11.3.2, Liquidated Damages, is hereby deleted in its entirety.
- viii. Exhibit B, Special Contract Conditions subsection 13.1, Background Check, is hereby deleted and replaced in its entirety with the following:

13.1 Background Check.

The Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, agents, representatives, and subcontractors operating under its direction with Access to State

of Florida Data. The Contractor agrees such screening will be done before an individual is provided Access to state of Florida data. The cost of the background check will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

Access as referenced in this subsection shall mean review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

- ix. Exhibit B, Special Contract Conditions subsection 13.2, E-Verify, is hereby deleted and replaced in its entirety with the following:

13.2 Employment Eligibility Verification.

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

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

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Form L

~~July 13, 2021~~ REVISED OCTOBER 14, 2021

Cisco Systems, Inc.

~~DBA Cisco WebEx LLC~~

~~3879 Freedom Circle~~

~~Santa Clara, CA 95054~~

170 W Tasman Drive
San Jose, CA 95134

TERM CONTRACT # **900503**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Data Communications Products and Services, Purchase of based on:

[X] STATE OF FLORIDA CONTRACT # 43220000-NASPO-19-ACS/AR3227

The term of this contract is 7/13/2021 through 9/30/2024, and has an estimated dollar value of \$3,815,000, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Holly Skeen at hskeen@pbcgov.org or (561) 616-6828.

Sincerely,

Kathleen M. Scarlett
Purchasing Director

c: Sheri Haywood-McCabe, ISS
Vernetha Green, WUD
Uriah McCalla, Airports
File

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: January 25, 2024

SUBJECT: **RESOLUTION – Accepting a proposal from Florida Sidewalk Solutions LLC for inspection and grinding of sidewalks throughout the Village of North Palm Beach at a total cost of \$36,635.63 and authorizing execution of a Contract**

Village Staff is continuing its efforts to repair and improve the public sidewalks throughout the Village to improve safety, ensure ADA Compliance, and enhance the community utilizing General Fund dollars. Sidewalk grinding locations are identified as inspections are conducted.

In accordance with the Village's purchasing policies and procedures, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000.

Village Staff is recommending utilizing the recent Town of Miami Lakes contract number 2023-36R that was executed on September 20th, 2023. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

The attached Resolution and Contract have been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General Fund - Streets	Public Works	A7321-34680	R&M STS., RDS., & PATHS	\$36,635.63

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from Florida Sidewalk Solutions LLC for inspection and grinding of sidewalks throughout the Village utilizing pricing established in an existing Town of Miami Lakes Contract at a total cost of \$36,635.63, with funds expended from Account No. A7321-34680 (Public Works – R & M of Streets, Roads and Paths), and authorizing the Mayor and Village Clerk to execute a Contract in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO FLORIDA SIDEWALK SOLUTIONS, LLC FOR REPAIR OF SIDEWALK TRIP HAZARDS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT FOR REPAIR OF SIDEWALK TRIP HAZARDS WITH THE TOWN OF MIAMI LAKES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to continue with the identification and repair of sidewalk trip hazards; and

WHEREAS, Village Staff recommends that a contract be awarded to Florida Sidewalk Solutions, LLC pursuant to pricing established in an existing contract with the Town of Miami Lakes for Repair of Sidewalk Trip Hazards (Contract No. 2023-36R); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Florida Sidewalk Solutions, LLC for the repair of sidewalk tripping hazards pursuant to pricing established in an existing contract with the Town of Miami Lakes for Repair of Sidewalk Trip Hazards (Contract No. 2023-36R) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$36,635.63, with funds expended from Account No. I7321-34680 (Public Works – R & M of Streets, Paths, and Roads).

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and FLORIDA SIDEWALK SOLUTIONS, LLC, 7051 S.W. 22nd Court, Davie, Florida 33317, a Florida limited liability company (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor for removal of sidewalk tripping hazards throughout the Village; and

WHEREAS, the Town of Miami Lakes, through its competitive selection process, awarded a Contract for Repair of Sidewalk Trip Hazards (Contract No. 2023-36R) (“Miami Lakes Contract”) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that the CONTRACTOR provide sidewalk tripping hazard removal services based on the pricing established in the Miami Lakes Contract; and

WHEREAS, as authorized by the VILLAGE’s purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR’s services by “piggy-backing” the Miami Lakes Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Miami Lakes Contract. The Town of Miami Lake’s Contract for Repair of Sidewalk Trip Hazards (Contract No. 2023-36R) with CONTRACTOR, attached hereto as Exhibit “A,” is incorporated herein by reference.
3. CONTRACTOR’s Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Miami Lakes Contract and at the direction of the VILLAGE, CONTRACTOR shall perform sidewalks repair and replacement services in accordance with its Proposal, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$36,635.63**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (Miami Lakes Contract)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Period and Renewals. This Contract shall be for the term as indicated in the Miami Lakes Contract. Extensions or renewals to the Miami Lakes Contract or any modification including new products, terms, or price changes to the Miami Lakes Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Miami Lakes Contract expires and no new contract is let by the Miami Lakes, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Miami Lakes Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall

survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Miami Lakes Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

H. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

I. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

FLORIDA SIDEWALK SOLUTIONS, LLC

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

By: _____

SUSAN BICKEL
MAYOR

ATTEST:

BY:_____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



Marc Holloway
Village of North Palm Beach
709 Cinnamon Rd
North Palm Beach, FL 33408
561-268-9421
mholloway@village-npb.org

Estimate Date: Apr 03, 2023
Survey #: 163491
User: HM/ GR
iPad: Joey

Florida Sidewalk Solutions
7051 SW 22nd Court
Davie, FL 33317
(954) 514-7218

Revised 01/16/2024

Total Ln. Ft.
2112

Total In. Ft.
1127.25

No.	H1	H2	Lineal Feet	Location	Notes	Buttons	Inch Feet	Cost
1	0.50	0.50	5	717 Tradewind Dr			2.50	\$81.25
2	0.00	0.00		717 Tradewind Dr		Replace		NO CUT
3	1.25	1.25	5	720 Tradewind Dr			6.25	\$203.13
4	0.50	0.25	5	720 Tradewind Dr			1.88	\$60.94
5	0.50	0.25	8	721 Tradewind Dr		Crack	3.00	\$97.50
6	0.50	0.50	5	724 Tradewind Dr			2.50	\$81.25
7	0.50	0.00	5	728 Tradewind Dr			1.25	\$40.63
8	1.25	1.00	5	729 Tradewind Dr			5.63	\$182.81
9	1.50	1.50	5	729 Tradewind Dr			7.50	\$243.75
10	0.50	0.00	5	731 Tradewind Dr			1.25	\$40.63
11	0.50	0.50	5	731 Tradewind Dr			2.50	\$81.25
12	0.75	0.25	5	732 Tradewind Dr			2.50	\$81.25
13	0.75	0.25	5	735 Tradewind Dr			2.50	\$81.25
14	0.50	0.25	5	735 Tradewind Dr			1.88	\$60.94
15	0.50	0.25	5	736 Tradewind Dr			1.88	\$60.94
16	0.50	0.00	5	736 Tradewind Dr			1.25	\$40.63
17	0.50	0.00	5	739 Tradewind Dr			1.25	\$40.63
18	0.50	0.00	5	747 Tradewind Dr			1.25	\$40.63
19	0.75	0.75	5	747 Tradewind Dr			3.75	\$121.88
20	1.00	0.50	5	747 Tradewind Dr			3.75	\$121.88
21	0.75	0.50	5	748 Tradewind Dr			3.13	\$101.56
22	1.25	1.25	5	748 Tradewind Dr			6.25	\$203.13
23	0.50	0.50	5	751 Tradewind Dr			2.50	\$81.25
24	1.00	0.25	5	752 Tradewind Dr			3.13	\$101.56
25	0.50	1.00	8	752 Tradewind Dr		Crack	6.00	\$195.00
26	0.00	0.00		756 Tradewind Dr		Replace		NO CUT
27	0.50	0.50	5	759 Tradewind Dr			2.50	\$81.25
28	0.50	0.50	5	759 Tradewind Dr			2.50	\$81.25
29	0.50	0.50	5	763 Tradewind Dr			2.50	\$81.25
30	0.00	0.00		763 Tradewind Dr		Replace		NO CUT
31	0.75	0.00	5	751 Tradewind Dr			1.88	\$60.94
32	0.75	0.50	5	751 Tradewind Dr			3.13	\$101.56
33	1.00	0.50	5	751 Tradewind Dr			3.75	\$121.88
34	0.00	0.00		751 Tradewind Dr		Replace		NO CUT
35	1.00	0.50	5	755 Tradewind Dr			3.75	\$121.88
36	0.50	0.25	5	755 Tradewind Dr			1.88	\$60.94
37	1.00	0.50	5	759 Tradewind Dr			3.75	\$121.88
38	0.75	0.25	5	759 Tradewind Dr			2.50	\$81.25
39	0.50	0.50	5	759 Tradewind Dr		Pavers	2.50	\$81.25
40	0.50	0.00	5	748 Tradewind Dr			1.25	\$40.63
41	0.75	0.50	5	748 Tradewind Dr			3.13	\$101.56
42	1.00	0.25	5	748 Tradewind Dr			3.13	\$101.56
43	0.75	0.00	5	748 Tradewind Dr		Pavers	1.88	\$60.94
44	0.50	0.50	5	748 Tradewind Dr		Pavers	2.50	\$81.25
45	0.50	0.50	5	763 Tradewind Dr			2.50	\$81.25
46	1.00	0.25	5	763 Tradewind Dr			3.13	\$101.56
47	0.50	0.25	5	763 Tradewind Dr			1.88	\$60.94
48	0.50	0.50	5	800 Prosperity Farms Rd			2.50	\$81.25

49	0.50	0.25	5	772 Prosperity Farms Rd			1.88	\$60.94
50	0.50	0.25	5	772 Prosperity Farms Rd			1.88	\$60.94
51	0.50	0.25	8	772 Prosperity Farms Rd			3.00	\$97.50
52	0.75	0.75	5	800 Prosperity Farms Rd		Pavers	3.75	\$121.88
53	0.50	0.00	5	800 Prosperity Farms Rd			1.25	\$40.63
54	0.00	0.00		800 Prosperity Farms Rd		Replace		NO CUT
55	0.50	0.50	5	753 Dogwood Rd		Pavers	2.50	\$81.25
56	0.50	0.25	5	753 Dogwood Rd			1.88	\$60.94
57	0.50	0.50	5	753 Dogwood Rd			2.50	\$81.25
58	0.50	0.00	5	753 Dogwood Rd			1.25	\$40.63
59	0.50	0.00	5	749 Dogwood Rd			1.25	\$40.63
60	0.50	0.25	6	749 Dogwood Rd		Crack, Pavers	2.25	\$73.13
61	0.50	0.00	5	749 Dogwood Rd			1.25	\$40.63
62	0.50	0.00	5	745 Dogwood Rd			1.25	\$40.63
63	0.50	0.00	5	749 Dogwood Rd			1.25	\$40.63
64	0.75	0.25	5	745 Dogwood Rd			2.50	\$81.25
65	0.50	0.25	5	745 Dogwood Rd			1.88	\$60.94
66	0.50	0.00	5	745 Dogwood Rd		Level crack	1.25	\$40.63
67	0.50	0.50	5	745 Dogwood Rd			2.50	\$81.25
68	0.75	0.25	5	745 Dogwood Rd			2.50	\$81.25
69	0.50	0.50	6	745 Dogwood Rd		Crack	3.00	\$97.50
70	0.50	0.25	5	745 Dogwood Rd			1.88	\$60.94
71	0.50	0.25	5	745 Dogwood Rd			1.88	\$60.94
72	0.50	0.00	5	805 Westwind Dr		Level crack	1.25	\$40.63
73	0.50	0.00	5	805 Westwind Dr			1.25	\$40.63
74	0.50	0.50	5	784 Westwind Dr			2.50	\$81.25
75	0.50	0.00	5	784 Westwind Dr			1.25	\$40.63
76	1.00	0.00	5	784 Westwind Dr		Pavers	2.50	\$81.25
77	0.50	0.00	5	784 Westwind Dr			1.25	\$40.63
78	0.50	0.50	5	784 Westwind Dr			2.50	\$81.25
79	0.50	0.00	5	776 Dogwood Cir			1.25	\$40.63
80	0.50	0.00	5	776 Dogwood Cir		Level crack	1.25	\$40.63
81	0.50	0.00	8	776 Dogwood Cir			2.00	\$65.00
82	0.50	0.00	5	776 Dogwood Cir			1.25	\$40.63
83	1.00	0.50	8	776 Dogwood Cir		Crack	6.00	\$195.00
84	0.50	0.25	5	776 Dogwood Cir			1.88	\$60.94
85	0.50	0.25	5	776 Dogwood Cir			1.88	\$60.94
86	0.50	0.00	6	776 Dogwood Cir		Level crack	1.50	\$48.75
87	0.75	0.25	5	776 Dogwood Cir			2.50	\$81.25
88	0.50	0.25	5	776 Dogwood Cir			1.88	\$60.94
89	1.25	0.25	5	776 Dogwood Cir			3.75	\$121.88
90	0.50	0.50	5	776 Dogwood Cir			2.50	\$81.25
91	0.50	0.25	5	776 Dogwood Cir			1.88	\$60.94
92	0.50	0.25	5	772 Westwind Dr			1.88	\$60.94
93	0.50	0.00	5	769 Westwind Dr			1.25	\$40.63
94	0.50	0.00	5	745 Dogwood Rd			1.25	\$40.63
95	0.50	0.25	5	756 Tradewind Dr			1.88	\$60.94
96	0.50	0.00	5	756 Tradewind Dr		Level crack	1.25	\$40.63
97	0.50	0.50	5	748 Tradewind Dr			2.50	\$81.25
98	0.50	0.25	5	748 Tradewind Dr			1.88	\$60.94
99	0.50	0.00	5	748 Tradewind Dr			1.25	\$40.63
100	0.75	0.25	5	748 Tradewind Dr			2.50	\$81.25
101	0.75	0.50	8	748 Tradewind Dr		Crack	5.00	\$162.50
102	0.50	0.25	5	748 Tradewind Dr			1.88	\$60.94
103	0.75	0.25	5	748 Tradewind Dr			2.50	\$81.25
104	0.00	0.00		748 Tradewind Dr		Replace		NO CUT
105	0.50	0.00	5	744 Tradewind Dr			1.25	\$40.63
106	0.50	0.00	5	736 Tradewind Dr			1.25	\$40.63
107	0.50	0.25	5	763 Tradewind Dr			1.88	\$60.94
108	0.50	0.00	5	763 Tradewind Dr			1.25	\$40.63
109	0.50	0.00	5	763 Tradewind Dr			1.25	\$40.63
110	0.50	0.00	5	763 Tradewind Dr			1.25	\$40.63
111	0.50	0.00	5	763 Tradewind Dr			1.25	\$40.63
112	0.50	0.50	5	763 Tradewind Dr			2.50	\$81.25
113	1.00	1.00	5	759 Tradewind Dr			5.00	\$162.50
114	0.50	0.50	5	759 Tradewind Dr			2.50	\$81.25

115	0.50	0.50	5	756 Tradewind Dr			2.50	\$81.25
116	0.75	0.75	5	756 Tradewind Dr			3.75	\$121.88
117	1.00	0.25	5	756 Tradewind Dr			3.13	\$101.56
118	0.50	0.25	5	755 Tradewind Dr			1.88	\$60.94
119	0.50	0.25	9	755 Tradewind Dr		Crack	3.38	\$109.69
120	0.50	0.25	5	755 Tradewind Dr			1.88	\$60.94
121	1.25	1.25	5	752 Tradewind Dr			6.25	\$203.13
122	0.50	0.00	5	751 Tradewind Dr			1.25	\$40.63
123	0.50	0.50	5	751 Tradewind Dr			2.50	\$81.25
124	0.50	0.25	5	748 Tradewind Dr			1.88	\$60.94
125	0.50	0.00	5	748 Tradewind Dr			1.25	\$40.63
126	0.50	0.00	5	747 Tradewind Dr			1.25	\$40.63
127	0.50	0.50	5	744 Tradewind Dr			2.50	\$81.25
128	0.75	0.75	5	744 Tradewind Dr			3.75	\$121.88
129	0.50	0.00	5	744 Tradewind Dr		Level crack	1.25	\$40.63
130	0.50	0.00	5	743 Tradewind Dr			1.25	\$40.63
131	0.00	0.00		743 Tradewind Dr		Replace		NO CUT
132	0.75	0.50	5	739 Tradewind Dr			3.13	\$101.56
133	0.75	0.25	5	739 Tradewind Dr			2.50	\$81.25
134	1.00	1.00	5	739 Tradewind Dr			5.00	\$162.50
135	0.75	0.75	5	736 Tradewind Dr			3.75	\$121.88
136	1.00	0.00	5	736 Tradewind Dr			2.50	\$81.25
137	0.50	0.00	5	736 Tradewind Dr			1.25	\$40.63
138	0.50	0.00	5	735 Tradewind Dr			1.25	\$40.63
139	0.50	0.00	5	735 Tradewind Dr		Level crack	1.25	\$40.63
140	0.50	0.00	5	735 Tradewind Dr			1.25	\$40.63
141	0.50	0.50	5	735 Tradewind Dr		Level crack	2.50	\$81.25
142	0.50	0.00	5	731 Tradewind Dr			1.25	\$40.63
143	0.50	0.25	5	729 Tradewind Dr			1.88	\$60.94
144	0.50	0.25	5	725 Tradewind Dr			1.88	\$60.94
145	0.50	0.00	5	724 Tradewind Dr			1.25	\$40.63
146	0.50	0.50	5	709 Tradewind Dr			2.50	\$81.25
147	0.50	0.50	5	709 Tradewind Dr			2.50	\$81.25
148	0.50	0.25	5	717 Westwind Dr			1.88	\$60.94
149	0.50	0.00	5	717 Westwind Dr			1.25	\$40.63
150	0.50	0.50	5	717 Westwind Dr			2.50	\$81.25
151	0.50	0.00	5	717 Westwind Dr			1.25	\$40.63
152	0.50	0.00	5	720 Westwind Dr			1.25	\$40.63
153	0.50	0.25	5	721 Westwind Dr			1.88	\$60.94
154	0.50	0.00	5	721 Westwind Dr			1.25	\$40.63
155	0.50	0.00	5	721 Westwind Dr		Level crack	1.25	\$40.63
156	0.50	0.00	5	724 Westwind Dr			1.25	\$40.63
157	0.50	0.00	5	724 Westwind Dr			1.25	\$40.63
158	0.50	0.25	5	728 Westwind Dr			1.88	\$60.94
159	0.50	0.25	5	728 Westwind Dr			1.88	\$60.94
160	0.50	0.00	5	728 Westwind Dr		Pavers	1.25	\$40.63
161	0.50	0.00	5	729 Westwind Dr			1.25	\$40.63
162	0.50	0.50	5	732 Westwind Dr			2.50	\$81.25
163	0.75	0.75	5	732 Westwind Dr			3.75	\$121.88
164	0.50	0.25	5	732 Westwind Dr			1.88	\$60.94
165	0.50	0.25	5	733 Westwind Dr			1.88	\$60.94
166	0.50	0.50	5	737 Westwind Dr			2.50	\$81.25
167	0.50	0.00	5	737 Westwind Dr			1.25	\$40.63
168	0.50	0.25	5	737 Westwind Dr			1.88	\$60.94
169	0.50	0.00	5	740 Westwind Dr			1.25	\$40.63
170	0.50	0.00	5	740 Westwind Dr			1.25	\$40.63
171	0.50	0.50	5	745 Westwind Dr			2.50	\$81.25
172	0.50	0.25	5	745 Westwind Dr			1.88	\$60.94
173	0.75	0.50	5	744 Westwind Dr			3.13	\$101.56
174	1.00	0.50	5	749 Westwind Dr			3.75	\$121.88
175	1.00	0.25	5	749 Westwind Dr			3.13	\$101.56
176	0.50	0.50	5	749 Westwind Dr			2.50	\$81.25
177	0.50	0.50	5	753 Westwind Dr			2.50	\$81.25
178	0.50	0.25	5	757 Westwind Dr			1.88	\$60.94
179	0.50	0.50	5	757 Westwind Dr		Pavers	2.50	\$81.25
180	0.50	0.25	5	765 Westwind Dr			1.88	\$60.94

181	0.75	0.00	5	756 Westwind Dr			1.88	\$60.94
182	0.50	0.25	5	769 Westwind Dr			1.88	\$60.94
183	0.50	0.50	5	769 Westwind Dr			2.50	\$81.25
184	0.50	0.50	5	764 Westwind Dr			2.50	\$81.25
185	0.50	0.25	5	768 Westwind Dr			1.88	\$60.94
186	0.50	0.50	8	768 Westwind Dr		Crack	4.00	\$130.00
187	0.00	0.00		700 Lighthouse Dr	Damaged	Replace		NO CUT
188	0.50	1.00	5	700 Lighthouse Dr	704	Chip	3.75	\$121.88
189	0.75	1.00	5	700 Lighthouse Dr	704		4.38	\$142.19
190	0.25	0.50	5	704 Lighthouse Dr			1.88	\$60.94
191	0.25	1.00	5	704 Lighthouse Dr			3.13	\$101.56
192	0.25	1.75	6	704 Lighthouse Dr			6.00	\$195.00
193	0.75	1.00	5	708 Lighthouse Dr			4.38	\$142.19
194	0.00	0.00		712 Lighthouse Dr		Replace		NO CUT
195	0.25	0.75	5	712 Lighthouse Dr			2.50	\$81.25
196	0.00	0.00		712 Lighthouse Dr	Damaged	Replace		NO CUT
197	0.25	1.00	5	713 Lighthouse Dr	712	Chip	3.13	\$101.56
198	0.25	0.50	5	713 Lighthouse Dr	712		1.88	\$60.94
199	0.00	0.00		713 Lighthouse Dr	712	Replace, Chip		NO CUT
200	0.25	0.75	5	721 Lighthouse Dr	724		2.50	\$81.25
201	1.25	0.25	5	721 Lighthouse Dr	724		3.75	\$121.88
202	0.25	0.75	5	733 Lighthouse Dr	744		2.50	\$81.25
203	0.25	1.00	5	744 Lighthouse Dr	744		3.13	\$101.56
204	0.25	0.50	5	748 Lighthouse Dr			1.88	\$60.94
205	0.25	0.50	5	634 Westwind Dr	Lighthouse dr		1.88	\$60.94
206	0.50	0.50	6	756 Lighthouse Dr			3.00	\$97.50
207	0.75	0.75	6	756 Lighthouse Dr			4.50	\$146.25
208	0.00	0.00		758 Lighthouse Dr		Replace, Crack, Chip		NO CUT
209	1.00	1.00	5	756 Lighthouse Dr			5.00	\$162.50
210	1.25	2.00	5	756 Lighthouse Dr			8.13	\$264.06
211	0.75	0.75	5	760 Lighthouse Dr		Crack	3.75	\$121.88
212	0.50	1.50	5	760 Lighthouse Dr			5.00	\$162.50
213	0.75	1.00	5	760 Lighthouse Dr			4.38	\$142.19
214	0.50	0.50	5	760 Lighthouse Dr			2.50	\$81.25
215	0.00	0.00		800 Lighthouse Dr		Replace, Chip		NO CUT
216	0.00	0.00		800 Lighthouse Dr		Replace, Crack, Chip		NO CUT
217	0.00	0.00		760 Lighthouse Dr		Replace, Chip		NO CUT
218	0.00	0.00		760 Lighthouse Dr		Replace, Crack, Chip		NO CUT
219	0.75	1.75	14	760 Lighthouse Dr			17.50	\$568.75
220	0.00	0.00		758 Lighthouse Dr		Replace, Crack		NO CUT
221	0.00	0.00		748 Lighthouse Dr		Replace, Chip		NO CUT
222	0.25	0.75	5	748 Lighthouse Dr			2.50	\$81.25
223	0.25	0.75	5	701 Westwind Dr	Lighthouse dr		2.50	\$81.25
224	0.25	0.75	2	740 Lighthouse Dr	Across 740	Crack	1.00	\$32.50
225	0.25	0.75	6	740 Lighthouse Dr	Across 740		3.00	\$97.50
226	0.75	0.75	5	721 Lighthouse Dr			3.75	\$121.88
227	0.25	0.75	5	721 Lighthouse Dr			2.50	\$81.25
228	1.00	1.00	8	713 Lighthouse Dr			8.00	\$260.00
229	0.50	0.75	9	709 Lighthouse Dr			5.63	\$182.81
230	0.25	1.00	5	708 Lighthouse Dr			3.13	\$101.56
231	0.25	0.75	5	708 Lighthouse Dr			2.50	\$81.25
232	0.50	0.50	5	704 Lighthouse Dr			2.50	\$81.25
233	0.25	0.50	5	704 Lighthouse Dr			1.88	\$60.94
234	0.25	0.50	5	700 Lighthouse Dr			1.88	\$60.94
235	0.25	1.00	5	700 Lighthouse Dr			3.13	\$101.56
236	0.25	0.75	5	700 Lighthouse Dr			2.50	\$81.25
237	0.25	0.75	5	713 Lighthouse Dr	Lagoon dr		2.50	\$81.25
238	0.25	0.75	5	713 Lighthouse Dr	Lagoon dr		2.50	\$81.25
239	0.25	0.50	5	713 Lighthouse Dr	Lagoon dr		1.88	\$60.94
240	0.00	0.00		709 Lagoon Dr		Replace, Crack		NO CUT
241	0.00	0.00		708 Lagoon Dr		Replace, Crack		NO CUT
242	0.00	0.00		708 Lagoon Dr	Damaged	Replace		NO CUT
243	0.50	0.50	5	725 Lagoon Dr			2.50	\$81.25
244	0.50	0.75	7	725 Lagoon Dr			4.38	\$142.19
245	0.25	1.00	8	733 Lagoon Dr	729	Crack	5.00	\$162.50
246	0.50	0.75	5	756 Lagoon Dr			3.13	\$101.56

247	0.50	0.50	5	772 Lagoon Dr			2.50	\$81.25
248	0.50	0.50	5	789 Lagoon Dr			2.50	\$81.25
249	0.50	0.75	5	728 Nighthawk Way			3.13	\$101.56
250	0.00	0.00		732 Nighthawk Way		Replace, Crack		NO CUT
251	0.50	1.75	6	745 Nighthawk Way			6.75	\$219.38
252	0.25	1.00	5	745 Nighthawk Way			3.13	\$101.56
253	0.50	0.75	5	732 Nighthawk Way			3.13	\$101.56
254	0.75	0.00	5	736 Nighthawk Way		Pavers	1.88	\$60.94
255	0.00	0.00		740 Nighthawk Way		Replace, Crack		NO CUT
256	0.75	1.25	5	740 Nighthawk Way			5.00	\$162.50
257	1.00	1.00	5	740 Nighthawk Way			5.00	\$162.50
258	0.00	0.00		817 Westwind Dr		Replace, Crack		NO CUT
259	0.00	0.00		792 Westwind Dr		Replace, Crack		NO CUT
260	0.25	0.50	5	809 Westwind Dr			1.88	\$60.94
261	0.75	1.00	4	809 Westwind Dr			3.50	\$113.75
262	0.25	0.75	5	805 Westwind Dr			2.50	\$81.25
263	0.50	0.75	5	772 Westwind Dr			3.13	\$101.56
264	0.00	0.00		764 Westwind Dr		Replace, Crack, Chip		NO CUT
265	0.75	0.75	4	752 Westwind Dr			3.00	\$97.50
266	0.25	0.75	5	761 Westwind Dr			2.50	\$81.25
267	0.25	1.00	5	748 Westwind Dr		Crack	3.13	\$101.56
268	0.25	0.50	5	748 Westwind Dr		Crack	1.88	\$60.94
269	1.00	1.25	4	744 Westwind Dr			4.50	\$146.25
270	0.25	0.50	5	745 Westwind Dr			1.88	\$60.94
271	0.25	0.50	5	745 Westwind Dr			1.88	\$60.94
272	0.50	0.50	5	733 Westwind Dr			2.50	\$81.25
273	1.00	1.00	4	721 Westwind Dr			4.00	\$130.00
274	0.75	0.75	5	720 Westwind Dr		Chip	3.75	\$121.88
275	0.25	0.75	5	720 Westwind Dr			2.50	\$81.25
276	0.25	1.00	5	720 Westwind Dr		Chip	3.13	\$101.56
277	0.25	0.75	5	717 Westwind Dr			2.50	\$81.25
278	0.25	0.50	6	713 Westwind Dr	712	Crack	2.25	\$73.13
279	0.50	0.50	5	704 Westwind Dr			2.50	\$81.25
280	0.25	1.00	5	784 Westwind Dr	805		3.13	\$101.56
281	0.50	0.50	5	809 Westwind Dr			2.50	\$81.25
282	0.75	0.75	5	792 Westwind Dr			3.75	\$121.88
283	0.00	0.00		817 Westwind Dr		Replace, Crack		NO CUT
284	0.50	0.75	5	817 Westwind Dr			3.13	\$101.56
285	0.25	1.00	5	821 Westwind Dr			3.13	\$101.56
286	0.25	0.75	5	821 Westwind Dr			2.50	\$81.25
287	0.50	0.75	12	825 Westwind Dr		Crack	7.50	\$243.75
288	0.75	0.75	5	829 Westwind Dr			3.75	\$121.88
289	0.25	0.88	6	837 Westwind Dr		Crack	3.38	\$109.69
290	0.50	1.25	6	901 Westwind Dr			5.25	\$170.63
291	0.25	1.00	5	901 Westwind Dr			3.13	\$101.56
292	0.50	0.75	5	901 Westwind Dr			3.13	\$101.56
293	0.25	1.25	5	901 Westwind Dr			3.75	\$121.88
294	0.25	0.75	5	844 Prosperity Farms Rd			2.50	\$81.25
295	0.25	0.50	5	901 Westwind Dr		Crack	1.88	\$60.94
296	0.00	0.00		917 Westwind Dr	Hollow	Replace		NO CUT
297	0.25	0.50	5	929 Westwind Dr			1.88	\$60.94
298	0.00	0.00		945 Westwind Dr		Replace, Crack		NO CUT
299	1.75	1.50	6	1000 Prosperity Farms Rd	Teal way		9.75	\$316.88
300	0.25	1.25	5	1000 Prosperity Farms Rd	Teal way		3.75	\$121.88
301	0.75	0.75	9	1000 Prosperity Farms Rd	Teal way	Crack	6.75	\$219.38
302	0.50	0.75	5	1000 Prosperity Farms Rd	Teal way		3.13	\$101.56
303	0.00	0.00		724 Teal Way		Replace, Crack, Chip		NO CUT
304	0.25	1.00	5	733 Teal Way		Pavers	3.13	\$101.56
305	0.25	0.75	5	704 Teal Way	705		2.50	\$81.25
306	0.00	0.00		705 Teal Way		Replace, Crack, Chip		NO CUT
307	0.00	0.00		700 Teal Way		Replace, Crack, Chip		NO CUT
308	0.25	0.50	5	914 Shore Dr			1.88	\$60.94
309	0.25	0.75	5	724 Sandpiper Way			2.50	\$81.25
310	0.25	0.50	5	724 Sandpiper Way			1.88	\$60.94
311	0.50	0.75	6	916 Westwind Dr		Crack	3.75	\$121.88
312	0.25	0.50	5	729 Sandpiper Way			1.88	\$60.94

313	0.00	0.00		725 Sandpiper Way		Replace		NO CUT
314	0.75	0.75	6	721 Sandpiper Way			4.50	\$146.25
315	0.00	0.00		721 Sandpiper Way		Replace, Crack, Chip		NO CUT
316	0.25	0.50	5	732 Sandpiper Way		Pavers	1.88	\$60.94
317	0.00	0.00		732 Sandpiper Way		Replace, Crack, Chip		NO CUT
318	0.25	0.50	5	705 Teal Way			1.88	\$60.94
319	0.00	0.00		709 Teal Way	Hollow	Replace		NO CUT
320	0.50	0.75	5	708 Teal Way			3.13	\$101.56
321	0.75	1.00	5	708 Teal Way			4.38	\$142.19
322	0.25	0.75	5	717 Teal Way		712	2.50	\$81.25
323	0.25	0.75	5	717 Teal Way		712	2.50	\$81.25
324	0.25	0.75	5	721 Teal Way		716	2.50	\$81.25
325	1.00	1.00	5	729 Teal Way		724	5.00	\$162.50
326	0.25	1.25	5	920 Westwind Dr		Crack	3.75	\$121.88
327	0.25	0.75	6	920 Westwind Dr			3.00	\$97.50
328	0.25	0.50	5	912 Westwind Dr		Crack	1.88	\$60.94
329	0.25	0.50	5	912 Westwind Dr			1.88	\$60.94
330	0.25	0.50	5	729 Robin Way			1.88	\$60.94
331	0.25	0.75	5	732 Robin Way			2.50	\$81.25
332	0.00	0.00		729 Robin Way	Missing corner	Replace		NO CUT
333	0.25	1.00	7	701 Robin Way			4.38	\$142.19
334	0.25	0.75	5	701 Robin Way			2.50	\$81.25
335	0.00	0.00		905 Shore Dr		Replace		NO CUT
336	0.25	0.75	5	900 Shore Dr		Crack	2.50	\$81.25
337	1.75	1.75	4	901 Shore Dr			7.00	\$227.50
338	0.25	0.50	2	901 Shore Dr		Crack	1.00	\$32.50
339	0.25	0.75	6	901 Shore Dr			3.00	\$97.50
340	0.75	1.25	5	905 Shore Dr			5.00	\$162.50
341	0.50	0.50	5	712 Robin Way			2.50	\$81.25
342	0.50	0.75	10	721 Robin Way		Crack	6.25	\$203.13
343	0.50	0.50	5	720 Robin Way			2.50	\$81.25
344	0.75	1.00	5	724 Robin Way			4.38	\$142.19
345	0.25	0.75	5	905 Westwind Dr			2.50	\$81.25
346	0.25	0.75	6	737 Pelican Way			3.00	\$97.50
347	0.25	0.50	5	729 Pelican Way			1.88	\$60.94
348	0.25	0.50	5	729 Pelican Way			1.88	\$60.94
349	0.50	0.50	5	809 Shore Dr			2.50	\$81.25
350	0.75	0.75	5	809 Shore Dr			3.75	\$121.88
351	0.25	0.75	5	700 Pelican Way			2.50	\$81.25
352	0.00	0.00		708 Pelican Way		Replace, Crack, Chip		NO CUT
353	0.50	0.50	5	717 Pelican Way			2.50	\$81.25
354	0.50	0.75	5	717 Pelican Way			3.13	\$101.56
355	0.50	0.75	5	725 Pelican Way		Pavers	3.13	\$101.56
356	0.25	0.75	5	725 Pelican Way			2.50	\$81.25
357	0.25	0.50	5	729 Pelican Way			1.88	\$60.94
358	0.25	0.75	5	741 Osprey Way			2.50	\$81.25
359	0.25	1.25	5	741 Osprey Way			3.75	\$121.88
360	0.25	0.50	5	741 Osprey Way			1.88	\$60.94
361	0.25	0.75	5	841 Westwind Dr			2.50	\$81.25
362	0.50	1.00	5	841 Westwind Dr			3.75	\$121.88
363	0.25	0.75	5	737 Osprey Way			2.50	\$81.25
364	0.25	0.50	5	733 Osprey Way			1.88	\$60.94
365	0.25	0.75	5	733 Osprey Way			2.50	\$81.25
366	0.25	0.75	5	733 Osprey Way			2.50	\$81.25
367	0.25	1.00	5	720 Osprey Way			3.13	\$101.56
368	0.50	0.75	5	741 Osprey Way			3.13	\$101.56
369	0.25	0.50	5	741 Osprey Way			1.88	\$60.94
370	0.25	0.75	5	741 Osprey Way			2.50	\$81.25
371	0.25	0.75	5	740 Osprey Way			2.50	\$81.25
372	0.25	1.00	5	729 Osprey Way			3.13	\$101.56
373	0.25	0.75	5	728 Osprey Way			2.50	\$81.25
374	0.75	0.75	5	724 Osprey Way			3.75	\$121.88
375	0.25	0.50	5	721 Osprey Way			1.88	\$60.94
376	0.25	0.75	5	721 Osprey Way			2.50	\$81.25
377	1.75	1.75	4	717 Osprey Way			7.00	\$227.50
378	0.25	0.75	4	712 Osprey Way		Crack	2.00	\$65.00

379	0.25	0.75	6	705 Osprey Way			3.00	\$97.50
380	0.25	0.50	5	705 Osprey Way			1.88	\$60.94
381	0.25	0.75	5	700 Osprey Way		Chip	2.50	\$81.25
382	0.50	0.50	5	804 Shore Dr			2.50	\$81.25
383	0.25	0.50	5	804 Shore Dr			1.88	\$60.94
384	0.50	0.75	5	804 Shore Dr			3.13	\$101.56
385	0.50	0.50	5	804 Shore Dr		Chip	2.50	\$81.25
386	0.25	1.00	5	700 Nighthawk Way			3.13	\$101.56
387	0.25	0.50	5	700 Nighthawk Way			1.88	\$60.94
388	0.25	0.50	5	700 Nighthawk Way			1.88	\$60.94
389	0.00	0.00		700 Nighthawk Way		Replace, Crack, Chip		NO CUT
390	0.00	0.00		705 Nighthawk Way		Replace, Crack, Chip		NO CUT
391	0.25	0.50	5	720 Nighthawk Way			1.88	\$60.94
392	0.25	0.75	5	720 Nighthawk Way			2.50	\$81.25
393	0.25	0.50	5	721 Nighthawk Way			1.88	\$60.94
394	0.25	0.75	6	724 Nighthawk Way			3.00	\$97.50
395	0.25	0.75	5	732 Nighthawk Way			2.50	\$81.25
396	0.75	0.75	5	725 Nighthawk Way			3.75	\$121.88
397	0.25	0.75	5	720 Nighthawk Way			2.50	\$81.25
398	0.25	0.75	5	720 Nighthawk Way			2.50	\$81.25
399	0.50	0.50	5	717 Nighthawk Way			2.50	\$81.25
400	0.25	1.00	9	716 Nighthawk Way			5.63	\$182.81
401	0.25	1.00	6	716 Nighthawk Way			3.75	\$121.88
402	0.25	0.75	5	712 Nighthawk Way		Pavers	2.50	\$81.25
403	0.25	0.75	5	712 Nighthawk Way			2.50	\$81.25
404	0.25	0.75	5	700 Nighthawk Way			2.50	\$81.25
405	0.50	0.50	5	700 Nighthawk Way			2.50	\$81.25
406	0.25	0.50	5	700 Nighthawk Way			1.88	\$60.94
407	0.50	0.50	5	700 Nighthawk Way			2.50	\$81.25
408	0.75	0.75	5	804 Shore Dr			3.75	\$121.88
409	0.25	0.50	5	804 Shore Dr		Crack	1.88	\$60.94
410	0.25	0.75	5	804 Shore Dr			2.50	\$81.25
411	0.25	0.50	5	700 Osprey Way		Crack	1.88	\$60.94
412	0.00	0.00		700 Osprey Way		Replace, Crack, Chip		NO CUT
413	0.75	1.25	4	709 Osprey Way			4.00	\$130.00
414	0.00	0.00		716 Osprey Way		Replace		NO CUT
415	0.00	0.00		720 Osprey Way	Hollow	Replace		NO CUT
416	0.50	0.50	5	724 Osprey Way			2.50	\$81.25
417	0.25	0.50	5	724 Osprey Way			1.88	\$60.94
418	0.00	0.00		729 Osprey Way		Replace, Crack		NO CUT
419	0.25	0.50	5	737 Osprey Way			1.88	\$60.94
420	0.50	0.50	5	737 Osprey Way			2.50	\$81.25
421	0.50	1.00	5	741 Osprey Way			3.75	\$121.88
422	0.50	0.75	5	720 Osprey Way			3.13	\$101.56
423	0.25	0.50	5	724 Osprey Way			1.88	\$60.94
424	0.25	0.50	8	724 Osprey Way		Crack	3.00	\$97.50
425	0.25	0.75	5	728 Osprey Way			2.50	\$81.25
426	0.50	0.75	5	728 Osprey Way			3.13	\$101.56
427	0.75	1.00	5	728 Osprey Way			4.38	\$142.19
428	0.00	0.00		732 Osprey Way		Replace, Crack, Chip		NO CUT
429	0.25	0.50	5	732 Osprey Way			1.88	\$60.94
430	0.25	0.75	5	736 Osprey Way			2.50	\$81.25
431	0.00	0.00		825 Westwind Dr		Replace, Crack, Chip		NO CUT
432	0.50	0.75	5	745 Nighthawk Way			3.13	\$101.56
433	0.25	1.00	5	745 Nighthawk Way			3.13	\$101.56
434	0.50	0.75	5	741 Nighthawk Way			3.13	\$101.56
435	0.25	0.75	5	741 Nighthawk Way			2.50	\$81.25
436	0.25	0.75	5	737 Nighthawk Way			2.50	\$81.25
437	0.75	0.75	5	737 Nighthawk Way			3.75	\$121.88
438	0.25	0.75	5	737 Nighthawk Way			2.50	\$81.25
439	0.50	0.75	5	737 Nighthawk Way			3.13	\$101.56
440	0.25	0.75	5	737 Nighthawk Way			2.50	\$81.25
441	0.75	1.25	5	745 Nighthawk Way			5.00	\$162.50
442	0.50	1.00	5	745 Nighthawk Way			3.75	\$121.88
443	0.25	0.50	6	725 Nighthawk Way		Crack	2.25	\$73.13
444	0.50	0.75	5	789 Lagoon Dr			3.13	\$101.56

445	0.25	0.50	5	768 Lagoon Dr			1.88	\$60.94
446	0.25	0.50	5	708 Lagoon Dr			1.88	\$60.94
447	0.75	1.00	5	708 Lagoon Dr			4.38	\$142.19
448	0.25	0.75	5	708 Lagoon Dr			2.50	\$81.25
449	1.00	1.00	4	725 Waterway Dr			4.00	\$130.00
450	0.25	0.75	5	741 Waterway Dr			2.50	\$81.25
451	0.00	0.00		745 Waterway Dr		Replace, Crack, Chip		NO CUT
452	0.25	0.75	5	745 Waterway Dr			2.50	\$81.25
453	0.25	0.50	5	709 Waterway Dr		Crack	1.88	\$60.94
454	0.50	0.75	5	709 Lighthouse Dr			3.13	\$101.56
455	0.75	1.00	5	709 Lighthouse Dr			4.38	\$142.19
			2112				1127.25	\$36,635.63

INVITATION TO BID

REPAIR OF SIDEWALK TRIP HAZARDS

ITB No. 2023-36R



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Carlos O. Alvarez
Councilmember Luis E. Collazo
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Ray Garcia
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	August 31, 2023
Bids Due	11:00 AM EST, September 21, 2023

Repair of Sidewalk Trip Hazards
ITB 2023-36R

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SECTION A. NOTICE TO BIDDERS

ITB Name: Repair of Sidewalk Trip Hazards
ITB No.: 2023-36R
Bids Due: 11:00 AM EST, September 21, 2023

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide sidewalk repair services ("Services"). The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM EST on September 21, 2023**, at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;
2. Must provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years utilizing Form CRL – Client Reference Letter; and
3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must**

be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

- 18. Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
- 19. Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion, may hire a professional consultant to perform the inspections.
- 20. Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
- 21. Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
- 22. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 23. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 24. Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- 25. Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 26. Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and integrity and reliability that will assure good faith performance.
- 27. Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
- 28. Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 29. Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
- 30. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 31. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 32. Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
- 33. Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be

completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) *Joint Venture or Teaming Agreements*

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items, and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors, or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line-item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but

is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.12 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at [Town of Miami Lakes - Growing Beautifully - Local Preference \(miamilakes-fl.gov\)](http://miamilakes-fl.gov).

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at [Town of Miami Lakes - Growing Beautifully - Home \(miamilakes-fl.gov\)](https://www.miamilakes-fl.gov/growing-beautifully-home).

B2.18 EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers, and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in their Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

C1.22 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.23 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.24 TAXES

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.26 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect, and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections, or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.27 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.29 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:

Steven Sdankus
President
Florida Sidewalk Solutions
7051 SW 22nd Court
Davie, FL 33317
crystal@floridasidewalksolutions.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 for each accident and a waiver of subrogation.

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability ("CGL"):

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- (1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
 - a) Employees included as insured
 - b) Contingent Liability/Independent Contractors Coverage
 - c) Contractual Liability
 - d) Waiver of Subrogation
 - e) Premises and/or Operations
 - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g) Loading and Unloading
 - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes, and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents,

and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by

Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;

2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;

3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and fully complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at [Town of Miami Lakes - Growing Beautifully - Invoice \(miamilakes-fl.gov\)](https://www.miamilakes-fl.gov/Invoice).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line-item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line-item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 OVERVIEW

The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

D2 SCOPE OF WORK

The Work consists of the inspection of Town sidewalks and repair of sidewalk trip hazards. Based on the criteria established by the Town, the Contractor shall visually inspect, pre-identify, measure, and record sidewalk trip hazards suitable for repairs throughout the project area. The Contractor shall identify and record sections of sidewalk that meet Town criteria for slab removal and replacement throughout the project area. After the inspection is complete, and upon approval of the Town, the Contractor shall repair sidewalk trip hazards identified in order to achieve a contiguous level surface between slabs. The Contractor must furnish all labor, materials, equipment, and supervision required for the inspection of sidewalks and repair of sidewalk trip hazards.

D2.01 SURVEY SPECIFICATIONS

Before any repair work takes place, the Contractor shall survey the zone identified by the Town that work shall take place in and identify all vertical trip hazards in the project area that have slab displacements greater than 0.25" that would be candidates for repair. The Contractor shall note any slab with a displacement of greater than 2" and provide a report of such locations to the Town for replacement. During the survey, each identified location shall be assigned and marked with a site number. This number shall also be used to reference each site on the report. After the survey is complete, a report shall be submitted to the Town for review and approval before any work is to commence. The report shall include:

- A list of all identified displacements categorized by site number, address, size of displacement, and estimated cost of repair for each location.
- A list of all identified slabs with displacement in excess of 2" or meeting Town criteria for slab removal and replacement. Note these locations for the Town to consider for removal and replacement and provide a report with site number, address, GPS coordinates, and dimensions (ft) of slab replacement for each location.
- A total number of trip hazards to be addressed and remedied.
- A map with all identified site numbers included in the survey, as well as a KML file of the locations for Town use.

D2.02 CONCRETE CUTTING SPECIFICATIONS

After the survey, once approval is given by the Town, Contractor shall repair the sidewalk deviation to achieve a level surface. All equipment used in the process of repairing the sidewalk must fit on the sidewalk and not overhang the sidewalk which may adversely affect landscaped areas. Contractor shall not cause damages to landscaping, retaining walls, curbs, sprinkler heads, utilities, etc., and shall be responsible for repair costs for any damages and restored to their pre-existing state.

D2.03 LIMITATIONS

- No storing of equipment or materials on public right-of-way or private property shall be allowed.
- All sidewalk repairs started in residential areas shall be completed by the end of the same workday in which they started. Sidewalk repairs through driveways of adjoining business properties shall be completed within two (2) hours.
- The Town may direct repairs at locations other than construction joints. Repairs directed by the Town will be paid for at the Contract unit price bid.
- At no time shall the Contractor cause excessive dust – in the sole opinion of the Town – to be airborne. Any dust created by the repair process must be damped with water or immediately consumed by a vacuum system. If dust is remediated with water, any and all debris or slurry created as a result of the process must be cleaned the same day. Slurry must be immediately contained and will not be permitted to stand on the sidewalk or run into the parkway or residential property.
- The Contractor shall take precautions during repair operations to not disfigure, scar, impair, or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf, or any public or private installations such as trees, irrigation, sprinkler heads, electric fences, etc.
- All potential trip hazards marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at 1:12 slope and must have smooth uniform appearance and texture.
- The finished result of each repair shall be taken to a zero point of differential settlement along the entire length of the repair and to both edges of the sidewalk to eliminate the potential for trip hazards the full width of the sidewalk.
- The Contractor shall have an employee safety plan and shall employ safety procedures that ensure that bystanders or passersby will not be injured from the implementation of the work.

After completion of repairs, the Contractor shall submit an invoice listing all trip hazard repairs made in the project area to match the survey. This list should include the survey site number, address, size of displacement, and final cost of repair for each location, as well as the total number of trip hazards remedied.

D2.04 METHOD OF MEASUREMENT

Repairs of sidewalks will be measured for payment in inch-feet of sidewalk repaired. The cost of cleaning each worksite shall be included in the price bid. The quantity of sidewalk repair will be determined by multiplying the average sidewalk vertical separation height by the length of repair along the joint on each vertical separation in inch-feet. The Contractor is required to record and submit, with each invoice, the exact dimensions of each vertical separation removed per location. Depth shall be measured to the nearest 1/8 inch.

D2.05 LOCATION OF WORK

Work for this Contract shall take place within the corporate limits of the Town of Miami Lakes. Specific maintenance areas and zones for each Work Order are to be established by the Public Works Department. Once the Contractor receives approval from the Town to begin work, work shall be continuous until all work is complete. Any costs incurred for mobilization are considered incidental to this Contract. This Contract may be terminated at any time for any reason by the Town. Work will generally cease when all identified locations for survey and repair have been addressed by the Contractor, or when the Town's allocated funds have been expended.

D3 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution. The provisions of this Agreement will remain effective until all Services required under Work Orders issued under this Agreement have been completed.

The Town, by action of the Town Manager, will have the option to extend the term for two (2) additional period(s) of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriation of funds. In no event shall the term of this Agreement exceed five (5) years from its commencement date. Town Commission authorization of this Agreement includes delegation of authority to the Town Manager to administratively approve said extensions.

D4 COMPENSATION

This work shall be paid for at the Contract unit price per inch-feet for sidewalk repairs. Price shall be payment in full for all labor, equipment, tools, materials, mobilizations, survey, generation of lists for mitigated and non-mitigated vertical separations, and all other costs associated with such work as specified herein. The Town anticipates approximately 10,000 inch-feet to be included in this Contract. This is in no way a guaranteed minimum or maximum quantity. Actual quantities will be based on field conditions identified in the survey.

D5 GENERAL REQUIREMENTS

D5.01 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

D5.02 INSPECTION OF THE WORK

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager

D5.03 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

D6 PRELIMINARY STEPS

D6.01 CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules, and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents. Contractor further represents that it has studied all surveys, document, and reports of including those of any subsurface and latent physical conditions referred to in the specifications and made such additional inspections and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

D6.02 PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after Contractor execution of the Contract by the Town, and before any Work is performed at the Project site, a pre-construction conference will be held. Prior to this meeting the Contractor should have submitted its Project Schedule and Schedule of Values so they and other details of the project can be discussed.

D6.03 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

D6.04 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.

The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

D6.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

D6.06 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Project Manager.

The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Project Manager will authorize the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

No parking is permitted in the Staging Site without the prior written approval of the Project Manager.

D6.07 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Manager.

D6.08 COORDINATION WITH TOWN RESIDENTS

Contractor will, be responsible to provide written notification to the Town residents impacted by the Work at least seven (7) days prior to the commencement of the Work. Notification shall be made using a flyer, in a format acceptable to the Project Manager, and must be delivered by mail or by personal delivery. Contractor must maintain a record of the date(s) of notification and provide such information to the Project Manager. Contractor must not commence Work until notification to residents is provided in a manner acceptable to the Town. Contractor must also coordinate with the residents all Work that impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

D7 SITE ISSUES

D7.01 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water, and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc., and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities, must be in writing and received by

the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

D7.02 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom, if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third-party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and preventing it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

D7.03 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

D7.04 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

D7.05 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance will expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

D7.06 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

D7.07 COORDINATION OF THE WORK

Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

D7.08 ACCESS TO THE PROJECT SITE(S)

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor must provide, at Contractor's own expense and without liability to the Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

D7.09 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

D7.10 SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

D7.11 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager with the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a stop work order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

1.01-1(a) WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface, or subsurface, etc., must be done in accordance with requirements of the Contract Documents or, if not mentioned, must be restored to their original condition or better. All Work performed is subject to the approval of the Project Manager.

D8 SAFETY ISSUES

D8.01 SAFETY PRECAUTIONS

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during night-time or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

D8.02 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the FLORIDA TRENCH SAFETY ACT

(90-96, LAWS OF FLORIDA), Where a Project requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

D8.03 MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

D9 PLANS, DOCUMENTS, & RECORDS

D9.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions, or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

D9.02 SHOP DRAWINGS AND SUBMITTALS

Contractor is required to submit shop drawings, sketches, samples, or product data as required by the Contract Documents.

Contractor is responsible to submit such documents or samples in a timely manner for review by the Project Manager or Consultant. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Contract Documents. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager and/or Consultant

to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance

Incomplete or partial submittals will not be reviewed. All shop drawings for components of a system must be submitted together for them to be reviewed.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

D9.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & INSTRUCTIONS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities, or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions, or errors, not identified in writing to the Project Manager prior to commencing the Work.

The Project Manager and Consultant has the right to approve and issue supplemental drawings and instructions setting forth written orders, instructions, or interpretations, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

D9.04 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth, and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.
2. All underground piping and ductwork with elevations and dimensions and locations of

valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances are referenced to permanent surface improvements. Actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
4. Field changes in dimensions and details.
5. Changes made by Project Manager's or Consultant's written instructions or by Change Order.
6. Details not on original Contract Drawings.
7. Equipment, conduit, electrical panel locations.
8. Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
2. Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system, and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

D9.05 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit, and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

D10 CONTRACTOR RESPONSIBILITIES

D10.01 LABOR & MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

Minimal Disturbance

All Work done by the Contractor, or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

D10.02 SUPERVISIONS OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

D10.03 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager with completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

D10.04 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line-item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article B2.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

The Town shall not pay more than five (5%) of the Total Contract price as mobilization should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

D10.05 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion.

D11 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain final completion of projects within the timeframes established in the Contract, the Work Order, or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract

or Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The per diem amount to be paid in liquidated damages shall be stated in each Work Order as applicable. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D12 REQUESTS FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

D13 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager with a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due to the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor

and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D14 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form, and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D15 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D16 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

END OF SECTION

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2023-36R made this 24th day of October in the year 2023 in an amount not to exceed budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Florida Sidewalk Solutions hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: 

Gina M. Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: 

Edward Pidermann, Town Manager

Legal Sufficiency:

By: 

Lorenzo Cobiella, Deputy Town Attorney

Date: 10/12/23

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Florida Sidewalk Solutions
(Contractor's Name)

By: 



By: 

Name: STEVEN DANKUS

Title: PRESIDENT

Date: 9-20-23

Section C. (*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

Section D.

CORPORATE RESOLUTION

WHEREAS, FLORIDA SIDEWALK SOLUTIONS, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the PRESIDENT / OWNER
(type title of officer)

STEVEN SDANKUS
(type name of officer), is hereby authorized

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 20TH day of September, 20 23.

N/A
Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S BID

INVITATION TO BID

REPAIR OF SIDEWALK TRIP HAZARDS

ITB No. 2023-36R



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Carlos O. Alvarez
Councilmember Luis E. Collazo
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Ray Garcia
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	August 31, 2023
Bids Due	11:00 AM EST, September 21, 2023

SECTION E. FORMS

BID FORM

This Bid is submitted on behalf of Florida Sidewalk Solutions (hereinafter "Bidder") located at
(Name of Bidder)

7051 SW 22nd Court, DAVIE FL 33317, submitted on 9-21-23
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2023-36R for Repair of Sidewalk Trip Hazards**

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms, and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Task	UM	Unit Price	Quantity	Extended Price
Repair of Sidewalk Trip Hazards	Inch foot	\$ 32.50	5,700 in-ft	\$ 185,250.00
TOTAL BID AMOUNT:				\$ 185,250.00

Firm's Name: Florida Sidewalk Solutions, LLC

SSN or Federal ID No.: _____ Telephone No.: (954) 514-7218

E-Mail Address: Crystal@floridasidewalksolutions.com Facsimile No.: (954) 616-8834

Town/State/Zip: DAVIE, FLORIDA 33317

Printed Name/Title: Steven Scankus Signature: [Signature]
President/owner

Company Profile and Declaration

Solicitation Name: REPAIR OF SIDEWALK TRIP HAZARDS

Solicitation Number: 2023-36R

Submitted By: FLORIDA SIDEWALK SOLUTIONS, LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

STEVEN SDANKUS - PRESIDENT

(Name and Title of Officer Signing the Submittal for the Respondent)

CRYSTAL HAWKINS - OFFICE MANAGER

(Contact Name, if different from Officer)

7051 SW 22ND COURT

(Street Address)

DAVIE, FL 33317

(City/State/Zip Code)

Crystal@floridasidewalksolutions.com

(Email Address)

(954) 514-7218

(Phone Number)

Declaration

I, STEVEN SDANKUS hereby declare that I am the
Print Name

PRESIDENT of FLORIDA SIDEWALK SOLUTIONS
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;
13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

This declaration was executed in Broward County, State of Florida on 9/20
2023.

[Signature]
Signature

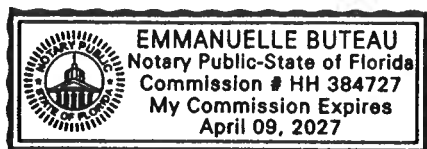
STEVEN SDANKUS
Print Name

Subscribed and sworn to before me this 20th day of September, 2023.

[Signature]
Signature

Emmanuelle Buteau
Print Name

(Notary Seal/Stamp)



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership? 18 YEARS

- a. Professional Licenses/Certifications (include name and license #)* Issuance Date

MIAMI DADE County TAX RECEIPT - 6079990 10-1-22
TOWN OF DAVIE TAX RECEIPT - 41998 10-1-22
PAUM BEACH County TAX RECEIPT - 207097094 10-1-22
BROWARD County TAX RECEIPT - 329-30464 10-1-22

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 56-2520955

- b. Dept. of Business Professional Regulation Category (DBPR):

No Category

- i. Date Licensed by DBPR: No Category - DBPR

- ii. License Number: DBPR TOLD US TO USE OCCUPATIONAL License DADE County CC#

- c. Date registered to conduct business in the State of Florida: 6/28/05

- i. Date filed: 6/28/05

- ii. Document Number: 605000064166

- d. Primary Office Location: 7051 SW 22nd Court DAVIE, FL 33317

- e. What is your primary business? SIDEWALK TRIP HAZARD REPAIR SERVICE
USING OUR PATENTED HORIZONTAL SAW-CUT METHOD
(This answer should be specific)

ADA COMPLIANT

f. Name of Qualifier, license number, and relationship to company:

STEVEN SDANKUS E0600786, PRESIDENT & OWNER

g. Name of previous Qualifiers during the past five (5) years including license numbers, relationship to company and years as qualifier for the company:

STEVEN SDANKUS E0600786 PRESIDENT & OWNER 18 yrs.

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

STEVEN SDANKUS President / CONCRETE ENGINEER 49%

DINA SDANKUS CEO 51%

b. Is any owner identified above an owner in another company? ☒ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

ROSCO Investments, LLC - STEVEN SDANKUS - CEO 50%
(Property Investments)

DINA SDANKUS - PRESIDENT 50%

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Signatory Authority
No-

Name

Title

All

Cost

Cost

Other

STEVEN SDANKUS - PRESIDENT

☒

☐

☐

☐

Dina SDANKUS - CEO

ALL
☒

☐☐☐☐☐☐☐☐☐☐☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: _____

b. Total No. of Managerial/Admin. Employees: _____

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☒ No

6. Employer Modification Rating: N/A

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

BERKSHIRE HATHAWAY GUARD INSURANCE COMPANY
P.O. BOX 44 39 Public Square, WILKES-BARRE, PA 18703-0020

b. Insurance Contact Name, telephone, & e-mail:

MICHAEL GEGERSON - 954-540-1430

c. Insurance Experience Modification Rating (EMR): .84
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

N/A

f. Bond Carrier Contact Name, Telephone number, & Email:

N/A

g. Number of Bond Claims paid out in the last 5 years & value of each:

N/A

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?
☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?
☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder 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 during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?
☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

☐ Yes ☒ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Has your company been cited for any OSHA violations in the past five (5) years?

☐ Yes ☒ No

If yes, in a separate attachment provide a listing of all such violations including the circumstances and disposition of each violation.

15. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Troy Martin-Vegue

b. How many years has the PM been with the Company: 3 YEARS

c. List all the PM's licenses & certifications:

N/A

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

THE RIDGES-Subdivision - Weston, FL \$60K

CITY OF HOLLYWOOD, FL \$152K

TOWN OF MIAMI LAKES - FL \$51,999.96

Village of Pinecrest, FL \$67,789

TOWN OF PALM BEACH, FL \$100K

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
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<u>N/A</u>	<u>No</u>	<u>Sub-Contractors to be used.</u>	
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*Troy Martin-Vegue
Project Manager*

Job Title: Supervisor
Reports To: President, CEO & Project/Mtc. Manager
Prepared By: Dina Callari-Sdankus
Date: December 22, 2020

Essential Duties and Responsibilities:

- Supervise crew (s) with a positive attitude, in order to maintain a productive, organized workplace.
- Must have the ability to take charge of most situations, and act in the best interest of the company; while maintaining a safe work environment.
- Train new employees as necessary, document training.
- Work with Office Coordinator/Manager on "work in progress".
- Report any customer issues or complaints.
- Report any issues with employees requiring disciplinary action.
- Conduct property walk-throughs to ensure work is completed and done to FSS standards.
- Ensure that the crews have proper safety equipment and the basic essentials to perform their jobs.
- Ensure that all equipment/vehicles are working properly.
- Verify that all trucks are locked, and equipment is properly stored at end of business.
- Conduct Estimates on properties as assigned
- All other duties as assigned.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Supervisor Job Description

Page Two (2)

Job Requirements

- Able to work in hot sun daily while using a respirator and safety glasses.
- Able to walk for long periods of time.
- Must be able to lift heavy equipment (generators, saws, blowers, etc.)
- Able to work under pressure.
- Must be able to follow directions in a fast-paced environment.
- Must be detail – oriented.
- Applicant **MUST** have a valid Florida Driver's License.
- Able to communicate clearly and with professionalism.

Education and/or Experience

High School Diploma or higher education preferred

Minimum 3 years experience with Florida Sidewalk Solutions

Minimum of 2 years' experience as a Concrete Cutter / Estimator

Language Skills

Fluent English

Bilingual a plus, but not mandatory

Mathematical Skills

Average to above average basic skills

Reasoning Ability

Average to above average. Able to take appropriate actions as required with the companies best interest.

I acknowledge the above-referenced job description and understand the duties required.

Signature of Employee

Date

Print Name

- f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

REMOVED IDENTIFIED TRIP HAZARDS USING
OUR GIS SYSTEM & PATENTED HORIZONTAL
SAW-CUT METHOD TO BE ADA COMPLIANT

16. Current and Prior Experience:

a. Current Experience

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters. Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: SA - PRESIDENT
Signature of Authorized Officer

9-20-23
Date

STEVEN SDANKUS
Printed Name

CONTRACT EXECUTION FORM

This Contract 2023-36R made this ____ day of _____ in the year ____ in an amount not to exceed _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina M. Inganzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney

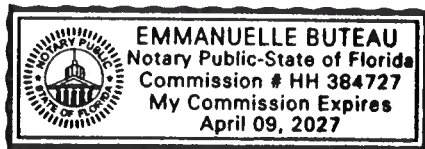
Date: _____

Signed, sealed, and witnessed in the presence of:

CONTRACTOR

Florida Sidewalk Solutions
(Contractor's Name)

By: Emmanuelle Buteau



By: Steven Dankus

Name: STEVEN DANKUS

Title: PRESIDENT

Date: 9-20-23

Section C. (*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.
Section D.

CORPORATE RESOLUTION

WHEREAS, FLORIDA SIDEWALK SOLUTIONS, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the PRESIDENT / OWNER
(type title of officer)
STEVEN SDANKUS, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 20TH day of September, 20 23.

N/A
Corporate Secretary

(Corporate Seal)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by STEVEN SDANKUS - PRESIDENT
[print individual's name and title]

for FLORIDA SIDEWALK SOLUTIONS
[print name of entity submitting sworn statement]

whose business address is

7051 SW 22nd Court
DAVIE, FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2520955

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This 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.

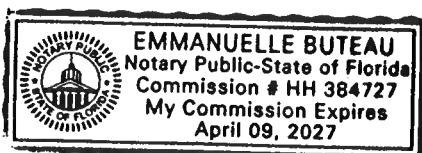
BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

Emmanuel Buteau

Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVIT

State of Florida }

County of Broward } SS:

Steven Sdankus being first duly sworn, deposes and says that:

- a) He/she is the STEVEN SDANKUS / OWNER (Owner, Partner, Officer, Representative or Agent) of Florida Sidewalk Solutions, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

STEVEN SDANKUS

(Printed Name)

PRESIDENT

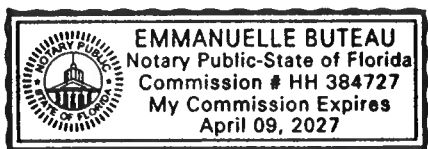
(Title)

BEFORE ME, the undersigned authority, personally appeared Steven Sdankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sdankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

Notary Public State of Florida at Large

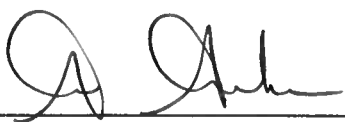


ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:


I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Steven Sclankus or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

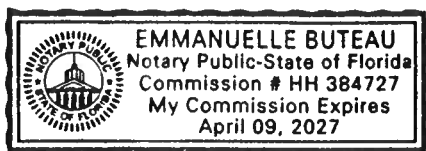
By: 
Title: President

BEFORE ME, the undersigned authority, personally appeared Steven Sclankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Sclankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027


Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
County of Broward } SS:

Steven Dankus being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Florida Sidewalk Solutions the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By: [Signature]
STEVEN DANKUS
(Printed Name)
President / Owner
(Title)

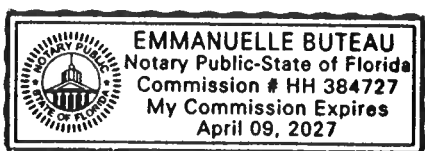
BEFORE ME, the undersigned authority, personally appeared Steven Dankus to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Steven Dankus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 20th day of September, 2023

My Commission Expires: 04/09/2027

[Signature]
Notary Public State of Florida at Large

Form COI



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Florida Sidewalk Solutions

Authorized representative (print): STEVEN SPANKUS

Authorized representative (signature):  Date: 9-20-23



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Florida Sidewalk Solutions Solicitation No.: 2023-36R

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

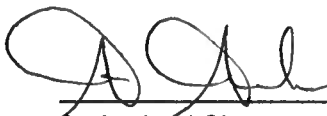
N/A

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship


Authorized Signature

9-20-23
Date:

STEVEN SDANKUS
Print Name

President / owner
Title:

Exhibit A

Section D

CONCRETE SLICING SPECIFICATIONS

- A. Florida Sidewalk Solutions will repair all sidewalk trip hazards from 1/4" and up to 2" differential, as long the integrity of the sidewalk is not compromised, within the areas identified in a Work Order.**
- B. Florida Sidewalk Solutions will remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving a zero point of differential between slabs.**
- C. Florida Sidewalk Solutions will not use any type of "fill" material that deteriorates or breaks apart over time.**
- D. Florida Sidewalk Solutions will not cause any damage to landscape, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the Florida Sidewalk Solutions equipment causes damage to above, the City must be notified immediately, and damages must be repaired at the Contractor's expense within 24 hours of the time the damage occurred.**
- E. Florida Sidewalk Solutions will follow all relevant federal, state and local regulations in impacting path of travel in assigned work areas at all times.**
- F. Florida Sidewalk Solutions will completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost.**
- G. Florida Sidewalk Solutions will repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).**
- H. Florida Sidewalk Solutions shall guarantee specified repair slope (1:12 ratio based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, Florida Sidewalk Solutions will repair to specification at no additional charge within 24 hours of discovery.**
- I. Florida Sidewalk Solutions will guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.**

Exhibit A

Section D

- J. Florida Sidewalk Solutions's hardware will be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
- K. Florida Sidewalk Solutions will respond to all request for trip hazard repair within 48 hours of notice from the city failure to do so will lead to termination of the contract.

SIDEWALK INSPECTION AND DATA COLLECTION

Florida Sidewalk Solutions will walk and visually inspect every sidewalk panel in the project area and will use data collection that records the details of the work. The data shall be transmitted electronically to the City Representative. The data shall be provided in both an MS Excel table. Data shall be provided in HML or HMZ format suitable for use as a Google Earth layer. The data must include an itemized summary of all repaired hazards, including the data indicated below:

- The displacement height of the proposed repair
- The physical location (street address) of each repair
- The GPS coordinates with precision/repeatability of 2 ft. or better.
- An indication whether the hazard is to be repaired by sidewalk slicing or by another method such as removal and replacement

INCH FEET PRICING

1 To 12 Ratio at \$32.50 per inch foot

- Inch Foot Calculation (Based on height of each trip hazard & lineal feet of proposed correction)

SURVEY PROCESS (Documentation of Average Height Displacement)

- Two measurements of displacement height on each proposed repair

EXAMPLE (Lifted .25 to .50 across a 5 Foot Wide Sidewalk)

- Height Left Corner .25 + Height Right Corner .50 (divide by 2 = .375)
- .375 Average Height x 5 Lineal Feet = 1.88 Inch Feet
- 1.88 Inch Feet x \$32.50 Cost Per Inch Foot = \$61.10 Removal Cost



June 29, 2023

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

SIDEWALK SAFETY EVALUATION



Florida Sidewalk Solutions

Crystal Hawkins Office: 954-514-7218

Crystal@FloridaSidewalkSolutions.com

www.FloridaSidewalkSolutions.com



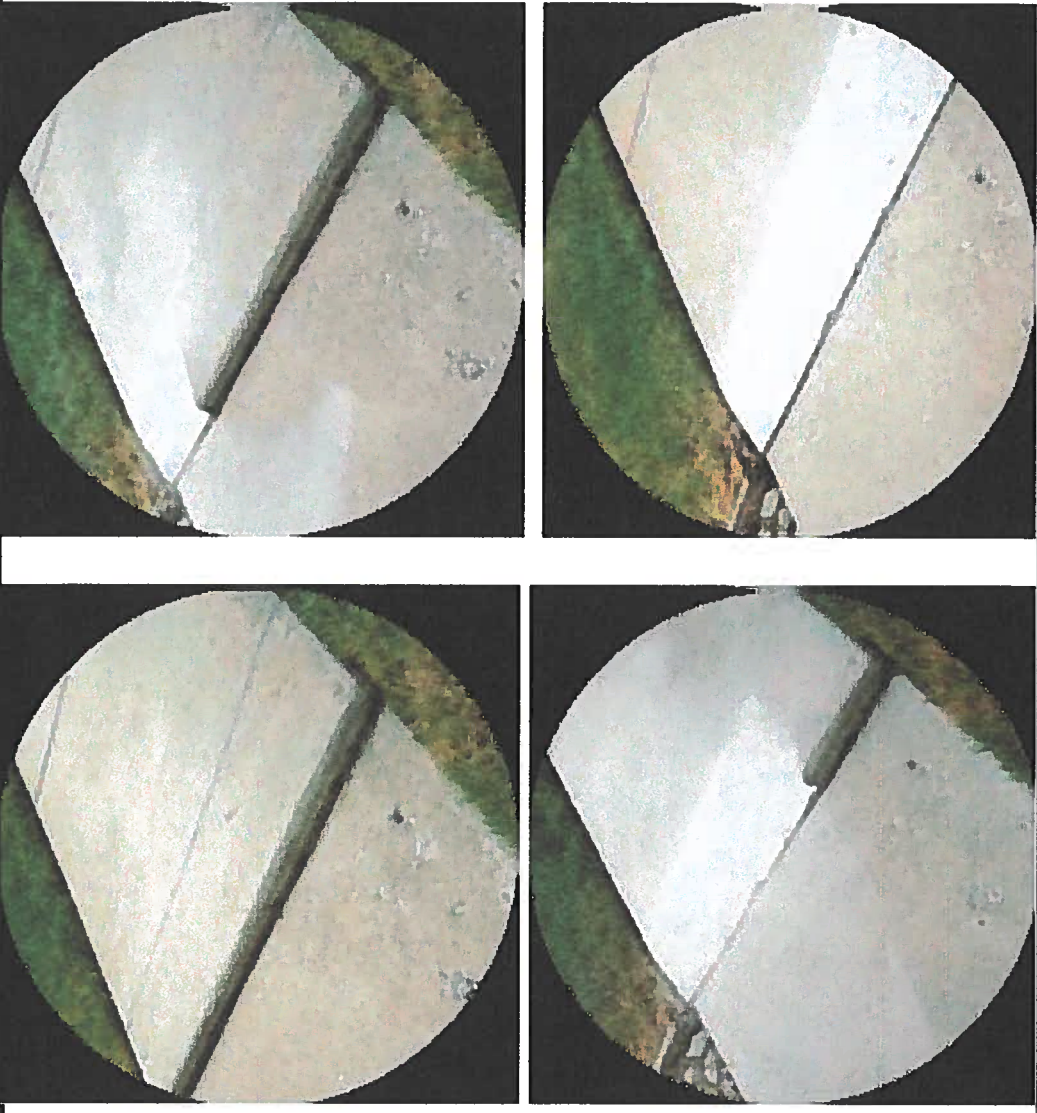
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

June 29, 2023

SIDEWALK SURVEY RESULTS

Complete Survey Results :

- Trip Hazards Identified: **136**
- Miles Surveyed: **2.837**
- Inch Feet (Concrete Removed): **454.50**
- Contract Cost Per Inch Foot: **\$28.50**
- Lineal Feet of Corrections: **703**
- **Estimate Repair Cost: \$12,098.25**

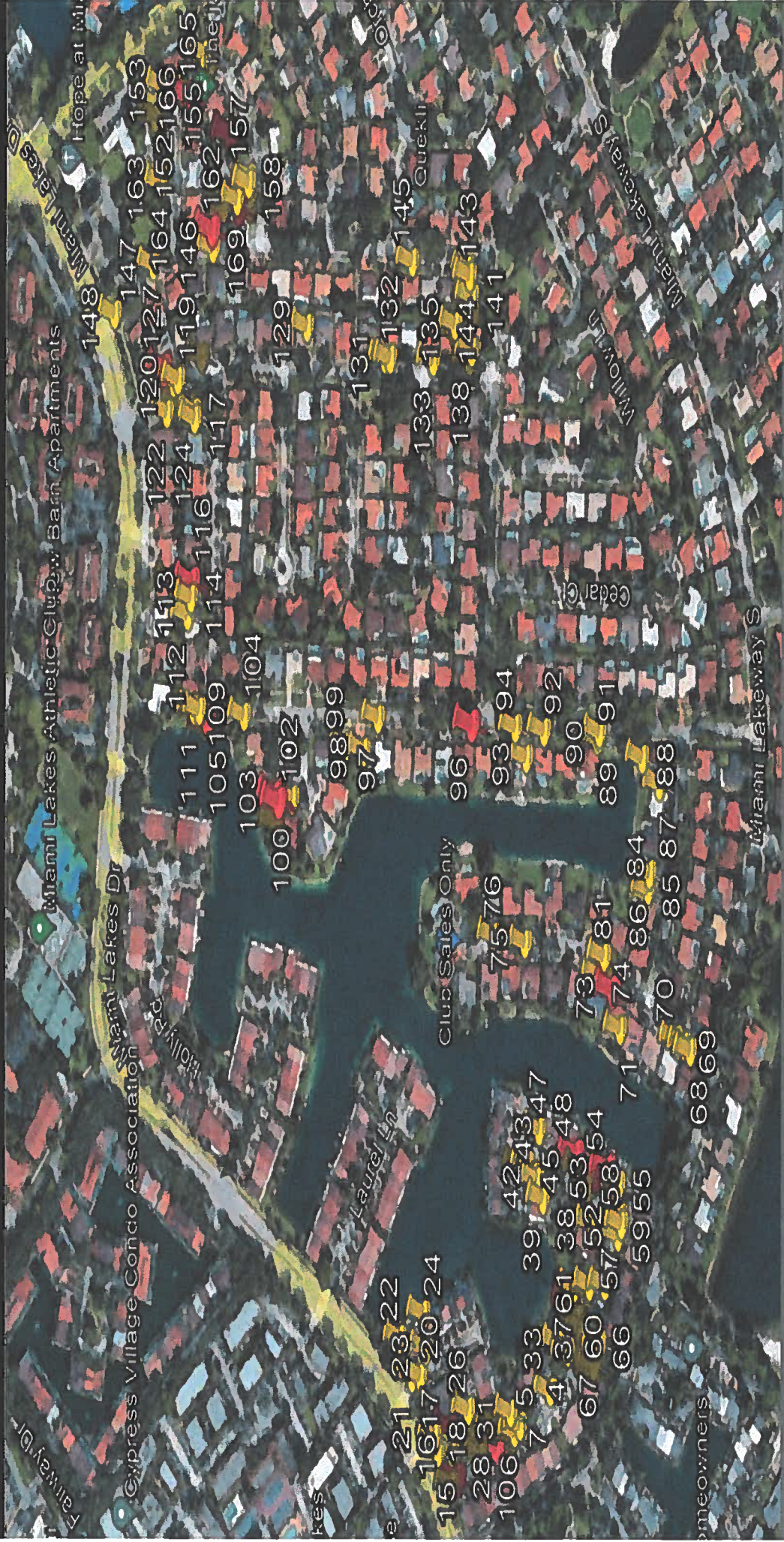


The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.



Town Of Miami Lakes Area Screenshot

TRIP HAZARD REPAIR MAP



The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

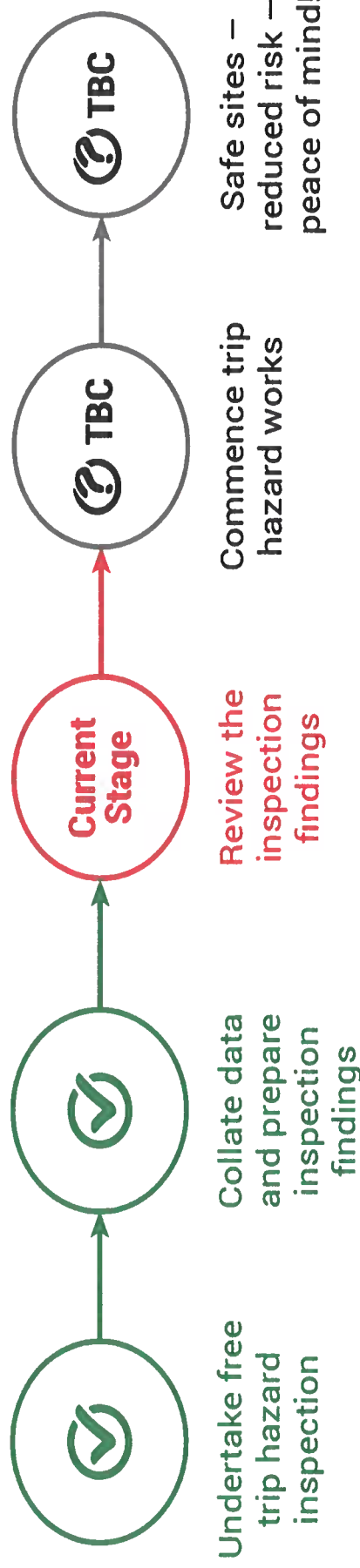


Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made – Awaiting Approval





Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
C/O Nicole Gil

Florida Sidewalk Solutions

ABOUT OUR WORK:

- Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. The site map has **thirty-four red pinpoint locations** that are beyond our scope of work and in need of replacement. Areas noted for replacement are recommendations only and are not included in this proposal. Replacements are the sole responsibility of the customer.
- Town of Davie Occupational license: #41998 / Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 / Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/ Worker's Comp=\$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.



Nicole Gil
Town of Miami Lakes 2023
6601 Main Street
Miami Lakes, FL 33014
(305) 364-6100
giln@miamilakes-fl.gov

Date: Jun 29, 2023
Survey #: 170144
User: TMV
iPad: Paco

Florida Sidewalk Solutions
7051 SW 22nd Ct
Davie, FL 33317
(954) 514-7218

Gator needed in certain areas

Total Ln. Ft.
703

Total In. Ft.
424.50

No.	H1	H2	Lineal Feet	Location	Notes	Buttons	Inch Feet
1	0.75	0.50	5	7324 Jacaranda Ln			3.13
2	0.50	2.00	5	7324 Jacaranda Ln			6.25
3	0.50	1.75	5	7324 Jacaranda Ln			5.63
4	1.00	1.50	5	7326 Jacaranda Ln	Re-cut		6.25
5	0.25	0.50	5	7332 Jacaranda Ln		Level Crack	1.88
6	0.25	1.00	5	7340 Jacaranda Ln			3.13
7	1.50	0.25	5	7340 Jacaranda Ln	Re-cut		4.38
8	1.25	0.50	5	7340 Jacaranda Ln	Re-cut		4.38
9	0.75	1.75	5	7340 Jacaranda Ln			6.25
10	0.25	0.50	5	7344 Jacaranda Ln		7346 Replace	1.88
11	0.00	0.00		7348 Jacaranda Ln	Two hollow	Replace	
12	0.50	0.25	5	7348 Jacaranda Ln			1.88
13	0.00	0.00		7354 Jacaranda Ln	Too hollow	Replace	
14	0.50	0.00	5	7358 Jacaranda Ln			1.25
15	0.50	1.00	5	7211 Jacaranda Ln	Re-cut		3.75
16	1.00	0.50	5	7354 Jacaranda Ln	Re-cut 7211	Chip	3.75
17	0.25	0.50	5	7211 Jacaranda Ln			1.88
18	0.25	1.50	5	7209 Jacaranda Ln	Re-cut		4.38
19	0.00	0.00		7354 Jacaranda Ln		Replace	
20	0.50	0.50	5	7201 Jacaranda Ln			2.50
21	0.75	0.25	5	7201 Jacaranda Ln			2.50
22	0.75	0.75	5	7202 Jacaranda Ln			3.75
23	0.00	0.50	5	7206 Jacaranda Ln			1.25
24	1.00	1.00	5	7208 Jacaranda Ln			5.00
25	0.00	0.00		7222 Jacaranda Ln	Too damaged old patch	Replace, Chip	
26	0.50	0.25	5	7226 Jacaranda Ln			1.88
27	0.50	0.50	5	7348 Jacaranda Ln			2.50
28	0.50	0.50	5	7344 Jacaranda Ln			2.50
29	0.50	1.00	5	7344 Jacaranda Ln	Re-cut		3.75
30	0.50	0.50	5	7344 Jacaranda Ln			2.50
31	0.25	1.00	5	7340 Jacaranda Ln		Cut Edge	3.13
32	0.00	0.00		7336 Jacaranda Ln		Replace, Chip	
33	0.25	0.75	5	7326 Jacaranda Ln		7242	2.50
34	0.00	0.00		7242 Jacaranda Ln	Two damaged around water meter vault	Replace, Chip	
35	0.00	0.00		7250 Jacaranda Ln	To damaged 7248	Replace	
36	1.50	0.75	5	7250 Jacaranda Ln			5.63
37	0.25	0.75	5	7250 Jacaranda Ln			2.50
38	0.25	0.50	5	7306 Jacaranda Ln			1.88
39	0.75	0.50	7	7262 Jacaranda Ln		Level Crack	4.38
40	0.00	0.00		7270 Jacaranda Ln		Replace, Chip	
41	0.00	0.00		7270 Jacaranda Ln		Replace, Chip	
42	1.00	1.00	5	7262 Jacaranda Ln			5.00
43	0.50	0.50	5	7262 Jacaranda Ln		Level Crack	2.50
44	0.50	1.25	5	7264 Jacaranda Ln	Re-cut	Level Crack	4.38
45	0.25	0.50	5	7276 Jacaranda Ln			1.88
46	0.50	0.00	5	7276 Jacaranda Ln			1.25
47	0.25	1.00	5	7288 Jacaranda Ln			3.13
48	0.00	0.00		7296 Jacaranda Ln	To hollow	Replace	
49	0.25	0.50	5	7298 Jacaranda Ln			1.88
50	0.00	0.00		7300 Jacaranda Ln		Replace, Chip	
51	0.50	0.50	6	7258 Jacaranda Ln			3.00
52	1.25	0.25	5	7302 Jacaranda Ln			3.75
53	0.50	0.25	5	7302 Jacaranda Ln			1.88
54	0.00	0.00		7302 Jacaranda Ln		Replace	
55	1.50	0.50	5	7304 Jacaranda Ln	Re-cut		5.00
56	0.25	1.25	5	7304 Jacaranda Ln	Re-cut	Replace	3.75
57	0.00	0.50	5	7308 Jacaranda Ln			1.25

58	0.50	0.25	5	7308 Jacaranda Ln			1.88
59	0.50	0.50	7	7310 Jacaranda Ln		Level Crack	3.50
60	0.50	0.25	5	7316 Jacaranda Ln			1.88
61	0.50	0.75	5	7318 Jacaranda Ln			3.13
62	1.00	0.25	5	7320 Jacaranda Ln			3.13
63	1.00	1.00	5	7322 Jacaranda Ln	Re-cut		5.00
64	0.75	0.75	5	7322 Jacaranda Ln	Re-cut		3.75
65	0.50	0.75	5	7322 Jacaranda Ln	Re-cut		3.13
66	0.75	0.50	5	7322 Jacaranda Ln	Re-cut		3.13
67	0.50	0.75	5	7322 Jacaranda Ln	Re-cut		3.13
68	0.50	0.50	5	14402 Rosewood Rd			2.50
69	0.00	0.50	5	14402 Rosewood Rd			1.25
70	0.75	0.50	5	14412 Rosewood Rd			3.13
71	0.50	0.00	5	14432 Rosewood Rd			1.25
72	0.00	0.00		14442 Rosewood Rd	Two damaged and hollow	Replace, Chip	
73	0.00	0.00		14442 Rosewood Rd	Two damaged	Replace	
74	0.50	0.25	5	14442 Rosewood Rd			1.88
75	0.25	0.50	5	14612 Rosewood Rd	Re-cut		1.88
76	0.25	1.25	5	14522 Rosewood Rd		Next to pavers	3.75
77	0.00	0.00		14601 Rosewood Rd	adjacent slab to damaged	Replace, Chip	
78	0.00	0.00		14601 Rosewood Rd	adjacent slab to damaged	Replace, Chip	
79	0.00	0.00		14612 Rosewood Rd		Replace, Chip	
80	0.00	0.00		14531 Rosewood Rd	To damaged	Replace, Chip	
81	0.00	0.50	5	14431 Rosewood Rd		Level Crack	1.25
82	0.50	0.75	5	14421 Rosewood Rd			3.13
83	0.00	0.00		7243 Dade Pine Ct	Too damaged	Replace, Chip	
84	1.50	0.50	5	7243 Dade Pine Ct	Re-cut	Next to pavers	5.00
85	0.75	0.50	5	7243 Dade Pine Ct	Re-cut		3.13
86	1.00	1.00	5	7252 Dade Pine Ct		7233	5.00
87	0.50	1.00	5	7232 Dade Pine Ct		7213	3.75
88	0.75	1.00	5	7203 Dade Pine Ct	Re-cut		4.38
89	0.25	0.50	5	14511 Dade Pine Ave	Need gator next to lake		1.88
90	1.25	1.00	5	14511 Dade Pine Ave	Need gator next to lake		5.63
91	0.50	0.25	5	14511 Dade Pine Ave	Need gator next to lake		1.88
92	0.75	0.75	5	14510 Dade Pine Ave			3.75
93	0.25	1.00	5	14520 Dade Pine Ave	Re-cut		3.13
94	0.50	0.25	5	14530 Dade Pine Ave			1.88
95	0.00	0.00		14530 Dade Pine Ave		Replace, Chip	
96	0.00	0.00		14600 Dade Pine Ave	To damaged	Replace	
97	0.25	0.50	5	14720 Dade Pine Ave			1.88
98	0.25	0.75	5	14730 Dade Pine Ave			2.50
99	0.25	0.75	5	14740 Dade Pine Ave			2.50
100	0.50	0.25	5	14830 Dade Pine Ave		Next to pavers	1.88
101	0.75	0.25	5	14840 Dade Pine Ave			2.50
102	0.00	0.00		14830 Dade Pine Ave		Replace	
103	0.00	0.00		14830 Dade Pine Ave		Replace	
104	0.25	0.50	5	14821 Dade Pine Ave		14870	1.88
105	0.00	0.00		14870 Dade Pine Ave		Replace	
106	1.00	0.75	5	14870 Dade Pine Ave	Need gator next to the lake		4.38
107	1.00	0.50	5	14870 Dade Pine Ave	Need gator next to the lake	Recut	3.75
108	1.00	1.00	9	6895 Queen Palm Ter	Need gator next to the lake	Recut	9.00
109	1.00	0.75	7	6895 Queen Palm Ter	Need gator next to the lake		6.13
110	0.50	0.50	6	6895 Queen Palm Ter	Need gator next to the lake		3.00
111	0.25	0.75	5	6895 Queen Palm Ter	Need gator next to the lake		2.50
112	0.25	1.25	5	6875 Queen Palm Ter			3.75
113	0.25	1.00	5	6875 Queen Palm Ter		Recut	3.13
114	0.25	0.75	5	6875 Queen Palm Ter		6865	2.50
115	0.75	0.50	5	6865 Queen Palm Ter		Recut	3.13
116	0.00	0.00		6875 Queen Palm Ter	To hollow	Replace	
117	0.75	0.25	5	6825 Queen Palm Ter	Next to Park	Recut	2.50
118	0.50	0.75	5	6825 Queen Palm Ter	Next to Park	Recut	3.13
119	0.50	0.50	5	14811 Palmetto Palm Ave	Next to Park		2.50
120	0.50	0.50	5	14821 Palmetto Palm Ave	Next to Park		2.50
121	0.00	0.00		6825 Queen Palm Ter	In the Park	Replace, Chip	
122	0.50	0.50	6	6825 Queen Palm Ter	In the Park	Level Crack	3.00
123	0.50	0.50	11	6825 Queen Palm Ter	In the Park		5.50
124	0.25	0.50	5	6825 Queen Palm Ter	Next to park and trip hazard 118		1.88
125	1.00	1.00	5	6800 Miami Lakes Dr		Recut, Chip	5.00
126	0.00	0.00		14811 Palmetto Palm Ave	Two Hollow	Replace, Chip	
127	0.00	0.00		14821 Palmetto Palm Ave	Two Hollow	Replace	
128	0.50	0.25	5	14721 Palmetto Palm Ave		Next to pavers	1.88
129	0.25	0.75	5	14641 Palmetto Palm Ave			2.50
130	0.50	1.25	5	14641 Palmetto Palm Ave		Chip, Next to pavers	4.38
131	0.25	0.50	5	14601 Palmetto Palm Ave		Next to pavers	1.88
132	0.50	0.50	5	14601 Palmetto Palm Ave			2.50

133	0.25	0.50	5	14511 Palmetto Palm Ave			1.88
134	1.75	1.00	5	14501 Palmetto Palm Ave			6.88
135	0.50	0.25	5	14501 Palmetto Palm Ave			1.88
136	0.25	0.50	5	14501 Palmetto Palm Ave			1.88
137	0.50	0.50	9	14511 Palmetto Palm Ave		Level Crack	4.50
138	0.25	0.50	5	14511 Palmetto Palm Ave			1.88
139	0.00	0.00		14501 Palmetto Palm Ave		Replace, Chip	
140	0.25	1.00	5	14501 Palmetto Palm Ave			3.13
141	0.50	0.50	5	14500 Mahogany Ct			2.50
142	0.50	0.50	5	14500 Mahogany Ct		Chip	2.50
143	0.50	1.00	5	14500 Mahogany Ct			3.75
144	0.75	0.50	5	14500 Mahogany Ct			3.13
145	0.50	0.50	5	14520 Mahogany Ct			2.50
146	0.25	0.50	5	14730 Mahogany Ct	14710	Next to pavers	1.88
147	0.00	1.00	5	14810 Mahogany Ct			2.50
148	0.50	0.25	5	14820 Mahogany Ct			1.88
149	0.00	0.00		14810 Mahogany Ct		Replace, Chip	
150	0.75	0.25	5	6778 Parkinsonia Dr		Recut	2.50
151	0.75	0.75	5	6778 Parkinsonia Dr		Recut	3.75
152	0.50	0.25	5	6778 Parkinsonia Dr			1.88
153	0.50	0.25	5	6778 Parkinsonia Dr			1.88
154	0.50	0.50	5	6768 Parkinsonia Dr	6772		2.50
155	0.50	0.75	5	6768 Parkinsonia Dr	6772		3.13
156	0.50	0.75	5	6768 Parkinsonia Dr			3.13
157	0.25	0.75	5	6750 Parkinsonia Dr			2.50
158	0.25	0.50	5	6750 Parkinsonia Dr			1.88
159	0.25	1.75	5	6746 Parkinsonia Dr		Recut	5.00
160	0.75	0.75	5	6746 Parkinsonia Dr			3.75
161	0.75	0.50	5	14715 Mahogany Ct			3.13
162	0.00	0.00		14730 Mahogany Ct	14725	Replace	
163	1.25	0.75	5	6781 Parkinsonia Dr	6799	Recut	5.00
164	0.50	0.25	5	6781 Parkinsonia Dr	6791		1.88
165	0.00	0.00		6771 Parkinsonia Dr		Replace	
166	1.00	0.75	5	6771 Parkinsonia Dr		Recut	4.38
167	0.50	0.25	5	6756 Parkinsonia Dr	6771		1.88
168	0.00	0.00		6755 Parkinsonia Dr	To hollow	Replace	
169	0.50	0.50	5	14715 Mahogany Ct			2.50
170	0.00	0.00		14700 Mahogany Ct		Replace	
			703				424.50

CERTIFICATE No. 01

ISSUED TO

RECEIVED CERTIFICATE No. 01 NAME Steven Sdankus
DATED June 28, 2005 FOR Forty-nine (49) UNITS ADDRESS 925 S.W. 42 Terrace
ON June 28, 2005 Plantation, FL 33317

01

ORGANIZED UNDER THE LAWS OF
THE STATE OF FLORIDA

UNITS
49

Membership Certificate

Florida Sidewalk Solutions LLC

A LIMITED LIABILITY COMPANY

This Certifies That STEVEN SDANKUS

of FORTY-NINE (49)

Units of the above Limited Liability Company is the owner

transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed, and is entitled to the full benefits and privileges of such membership subject to the duties and obligations, as more fully set forth in the Company's Articles of Organization/Operating Agreement/Regulations for this Limited Liability Company. Transfer of these Units is subject to restrictions in the books of the Limited Liability Company.

In Witness Whereof, The said Limited Liability Company has caused this Certificate to be executed by its duly authorized Member(s)/Manager(s) and its Limited Liability Company Seal to be hereunto affixed, this 28th day of June, 2005

Steven Sdankus

MEMBER

[Signature]

MEMBER

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

FLORIDA SIDEWALK SOLUTIONS LLC

Filing Information

Document Number	L05000064166
FEI/EIN Number	56-2520955
Date Filed	06/28/2005
State	FL
Status	ACTIVE
Last Event	LC STMNT OF AUTHORITY 21
Event Date Filed	05/11/2015
Event Effective Date	NONE

Principal Address

7051 SW 22nd Court
Davie, FL 33317

Changed: 02/10/2016

Mailing Address

925 SW 42 TERRACE
PLANTATION, FL 33317

Registered Agent Name & Address

PROMETHEUS PARSEC, INC.
493 BOUNDARY BLVD.
ROTONDA WEST, FL 33947

Name Changed: 05/25/2010

Address Changed: 05/25/2010

Authorized Person(s) Detail

Name & Address

Title MGRM

CALLARI-SDANKUS, DINA
925 SW 42 TERRACE
PLANTATION, FL 33317

Title MGRM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33087	CONTACT NAME: Darcy Silver PHONE (A/C, No. Ext): (954) 764-9099 E-MAIL ADDRESS: darcy@tisinsfl.com FAX (A/C, No): (954) 960-6357 INSURER(S) AFFORDING COVERAGE INSURER A: AmGuard INSURER B: Technology Insurance Company, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 42390
INSURED Florida Sidewalk Solutions LLC 7051 SW 22nd Court Davie FL 33317		

COVERAGES**CERTIFICATE NUMBER:** CL238205335**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FLBP418278	08/05/2023	08/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FLAU499013	08/05/2023	08/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			FLAU499013	08/05/2023	08/05/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Pers/Adv injury \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		TWC4290807	08/05/2023	08/05/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Town of Miami Lakes
6601 Main Street

Miami Lakes

FL 33014

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



PROFESSIONAL REFERENCES

Campbell Property	Dana Shaw	954-261-5388
Landmark Management	Terry Allen	954-214-3232 terry@landmarkgmt.com
Castle Group	Nestor Hermida	954-443-1792 nhermida@castlegroup.com
First Service Residential	Evelyn Jasper	954-925-8200 evelyn.jasper@fsresidential.com
Town of Miami Lakes	Carlos Acosta	305-364-6100 acostac@miamilakes-fl.gov
Broward County Schools	Frank Neff	754 321-2911 frank.neff@browardschools.com
Town of Cutler Bay	Alfredo Quintero	305 234-4262 aquintero@cutlerbay-fl.gov
City of South Miami	Aurelio Carmenates	305 403 2063 acarmenates@southmiamifl.gov

The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L05000064166
FILED 8:00 AM
June 28, 2005
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:
FLORIDA SIDEWALK SOLUTIONS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

~~925 SW 42 TERRACE
PLANTATION, FL. 33317~~

1720 SW 119 TERRACE
DAVIE, FL 33325

The mailing address of the Limited Liability Company is:

~~925 SW 42 TERRACE
PLANTATION, FL. 33317~~

7051 SW 22nd Court
DAVIE, FL 33317

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

~~AIA REGISTERED AGENT INC.
92 SADBERRY ROAD
QUINCY, FL. 32351~~

GENO SAUNDERS
9990 SW 77 AV Suite #203
MIAMI, FL 33156

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PAUL SMITH V.P.

Article V

The name and address of managing members/managers are:

Title: MGRM
DINA CALLARI-SDANKUS
~~925 SW 42 TERRACE~~
PLANTATION, FL 33317

1720 SW 119 TERRACE
DAVIE, FL 33325

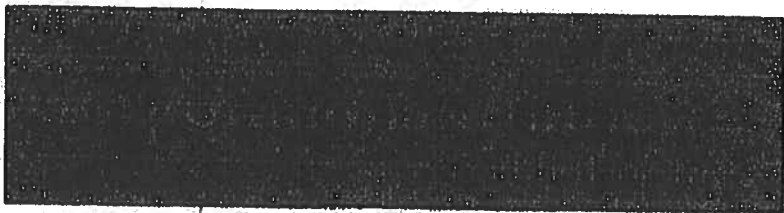
Title: MGRM
STEVEN SDANKUS
~~925 SW 42 TERRACE~~
PLANTATION, FL 33317

1720 SW 119 TERRACE
DAVIE FL 33325

Signature of member or an authorized representative of a member

Signature: DINA CALLARI-SDANKUS

L05000084166
FILED 8:00 AM
June 28, 2005
Sec. Of State
Jbryan



Florida Limited Liability

FLORIDA SIDEWALK SOLUTIONS LLC

PRINCIPAL ADDRESS

~~925 SW 42 TERRACE~~
~~PLANTATION FL 33317~~

1720 SW 119 TERRACE
DAVIE, FL 33325

MAILING ADDRESS

~~925 SW 42 TERRACE~~
~~PLANTATION FL 33317~~

7051 SW 22nd Court
DAVIE, FL 33317

Document Number
L05000064166

FEI Number
NONE

Date Filed
06/28/2005

State
FL

Status
ACTIVE

Effective Date
NONE

Total Contribution
0.00

Registered Agent - GENO SAUNDERS

Name & Address
AIA REGISTERED AGENT INC. 92 SADBERRY ROAD CLINTON, FL 33321

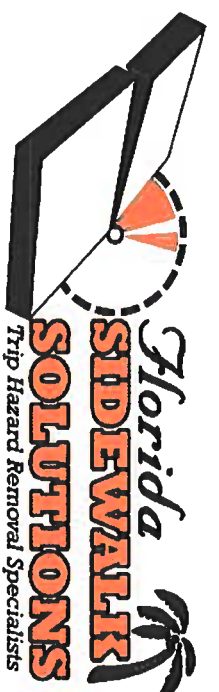
GENO SAUNDERS
9990 SW 77 AV

Suite # 203

MIAMI, FL 33156

Manager/Member Detail

Name & Address	Title
CALLARI-SDANKUS, DINA 925 SW 42 TERRACE PLANTATION FL 33317	MORM
SDANKUS, STEVEN, 925 SW 42 TERRACE PLANTATION FL 33317	MORM



Name of Property	City	Inch Feet	Trip Hazards	Start Date	Completion Date	Cost
The Ridges	Weston	1265.5	464	8/14/2023	8/31/2023	45,558.00
City of Hollywood (PFY-2303098)	Hollywood	345.6	100	9/15/2021	9/23/2021	\$9,850.46
Town of Miami Lakes (PO 20230224)	Miami Lakes	1824.56	567	11/11/2022	8/4/2023	\$51,999.96
Village of Pinecrest	Pinecrest	442.01	192	5/23/2023	9/18/2023	\$55,192.68
Town of Palm Beach (PO 220180)	Palm Beach	1066	605	6/27/2022	7/11/2022	\$30,811.91



Name of Property	City	Property Manager	Email	Phone Number
The Ridges	Weston	Terry Allen	Terry@LandMarkMGMT.com	954-214-3232
City of Hollywood (PFY-2303098)	Hollywood	Charles Lassiter	Classiter@hollywoodfl.org	954-967-4336
Town of Miami Lakes (PO 20230224)	Miami Lakes	Nicole Gil	giln@miamilakes-fl.gov	305-364-6100
Village of Pinecrest	Pinecrest	Danysha Valenzuela	Dvalenzuela@pinecrest-fl.go	305-669-6916
Town of Palm Beach (PO 220180)	Palm Beach	John Lawrence	jlawrence@TownOfPalmBeach.com	561-227-7038

**VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, SEPTEMBER 19, 2023**

.....

1. CALL TO ORDER

David Talley called the meeting to order at 5:30 p.m.

2. ROLL CALL

Present: Veronica Frehm, Marshall Gillespie, Adam Jones, Ronald Lantz, and David Talley

Absent: Nina Balgar and Nathan Kennedy

Staff: Caryn Gardner-Young, Community Development Director
Ed Cunningham, Village Communications Manager
Kacy Morrone, Executive Assistant

Council Representative: Debra Searcy

3. APPROVAL OF MINUTES

Ronald Lantz motioned to approve the minutes from August 15, 2023. Veronica Frehm seconded the motion. The vote was unanimous.

4. PUBLIC COMMENTS

None.

5. NEW BUSINESS

5.1 LA BAMBA SIGN AND WALL COLOR

Ms. Gardner-Young called the Board's attention to the recent changes to the La Bamba sign and the color of a portion of the façade. She reviewed the restrictions on color in the Code and stated that the application to the Village had come after the fact.

The team representing La Bamba Restaurant, including the owners, sign consultant, and architect, introduced themselves and made a brief presentation.

Board members asked questions regarding the submitted colors, the submission process, the requested exception, efforts to be pro-business, the Village's appearance plans, the creation of checklists to assist business owners in the process, changing the color restrictions, and creating a process for exceptions.

Ronald Lantz made a motion to defer the decision to the Planning Commission, and Veronica Frehm seconded the motion. **Motion failed.** (2-3)

Adam Jones made a motion to recommend the Planning Commission to revisit the submission of colors for an exception to the code, and Veronica Frehm seconded the motion. **Motion passed (4-1).**

Discussion continued regarding the Village Sign Code and signage planning.

5.2 2024 MEETING SCHEDULE

Item not addressed.

6. OLD BUSINESS

6.1 BUSINESS OF THE MONTH

Ms. Gardner-Young distributed a draft of a new Business of the Month program and asked for feedback. Discussion ensued regarding the criteria. The consensus was that the businesses should be in the Village for one (1) year, that non-profit organizations should be eligible, and that the awards should be quarterly/seasonal rather than monthly.

6.2 BUSINESS AMBASSADOR PROGRAM

Ms. Gardner-Young distributed a draft of the new Business Ambassador program and asked for feedback. Discussion ensued regarding the program's intent and conflicts with the Chamber of Commerce program of the same name.

6.3 LIBRARY OF RESOURCES

Item not addressed.

6.4 NEW BUSINESS RECOGNITION

Item not addressed.

7. MEMBER COMMENTS

Mr. Talley suggested new businesses be listed in the Village newsletter. Councilmember Searcy suggested a restaurant guide, as well. Discussion continued, and consensus was reached that the discussion would continue at the next meeting.

8. STAFF COMMENTS

Ms. Gardner-Young shared that there were already 41 responses to the business survey.

9. ADJOURNMENT

Marshall Gillespie made a motion to adjourn, and Veronica Frehm seconded the motion.

The meeting adjourned at 6:35 p.m. The next regular meeting of the Board is scheduled for October 17, 2023.

**VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, OCTOBER 17, 2023**

.....

1. CALL TO ORDER

David Talley called the meeting to order at 5:33 p.m.

2. ROLL CALL

Present: Veronica Frehm, Adam Jones, Marshall Gillespie, Nathan Kennedy,
Ronald Lantz, David Talley

Absent: Nina Balgar

Staff: Caryn Gardner-Young, Community Development Director
Kacy Morrone, Functional Manager

3. APPROVAL OF MINUTES

None.

4. PUBLIC COMMENTS

None.

5. NEW BUSINESS

5.1. BUSINESS WEBSITE AND DIRECTORIES

Ms. Gardner-Young will work with the Communications Manager to update the business list twice yearly.

5.2. OUTDOOR SEATING PERMIT TEXT AMENDMENT

During the pandemic, outdoor seating became popular, and a temporary use allowance was granted. However, now that the pandemic has passed, the allowance has transitioned into a proper approval method. This requires filing a Site Plan or PUD Amendment. Ms. Gardner-Young requests approval for a new process where Village Staff can approve a one-time permit instead of going through the Planning Commission (currently Planning, Zoning and Adjustment Board). This permit would not require renewal except for a business name change.

The current approval method and regulations limit the Village's ability to address adverse impacts. Once Site Plan Approval is granted, it cannot be reversed. If there are any complaints, the only solution is to take them to Code Compliance, which can only issue documented violations. Under the new process Ms. Gardner-Young

proposes, the Village would have the right to revoke the permit if unmet requirements exist. This would give them more control over negative impacts.

Nathan Kennedy supports the staff actively participating in upholding the regulations that are in place.

Ronald Lantz made a motion to approve, and Adam Jones seconded the motion. **Motion passed**, and the vote was unanimous.

5.3. FOOD TRUCK TEXT AMENDMENT

During the meeting, Ms. Gardner-Young brought up the issue of food trucks and pointed out that there are currently no regulations for them. She provided a list of proposed regulations that are open for board discussion.

Veronica Frehm asked who is responsible for ensuring that regulations are in place. Ms. Gardner-Young explained that the state has superseded the rules and that no permit can be required for a mobile food truck in any jurisdiction. It is the responsibility of the food truck owners and operators to have proof of inspections.

Ronald Lantz asked if food trucks are an issue in the Village, and Ms. Gardner-Young responded that it is not an issue but the Village should prepare and have regulations in place.

Veronica Frehm asked if the rules discussed apply to special event permits. Ms. Gardner-Young clarified that the food truck condition of approval falls under the special events permit.

Nathan Kennedy inquired about the special events permit process. Ms. Gardner-Young explained that the application filed is reviewed by staff and goes two ways depending on the Village's impact. It is reviewed by either the Community Development Director or the Development Review Committee, which consists of a member of the Police, Fire, and Public Works Departments, Building Official, and Planning and Zoning Division.

All board members agreed to review and discuss the regulations in a future meeting.

6. OLD BUSINESS

6.1. MEETING SCHEDULE 2024

Dates were presented for board review. The next meeting is scheduled for January 2024.

Ronald Lantz motioned to cancel November and December meetings, and Veronica Frehm seconded the motion. **Motion passed.** The vote was unanimous.

The terms of appointment for all board members will end in April 2024.

6.2. BUSINESS OF THE SEASON

Ms. Gardner-Young announced that the project will begin in January 2024. She will prepare a memorandum to present to the Council. Ronald Lantz requested that non-profit organizations be included.

6.3. BUSINESS LIAISON PROGRAM

The program is scheduled to start in January 2024.

7. MEMBER COMMENTS

Donald Tallie requested an update on La Bamba. Ms. Garder-Young informed him that the Planning, Zoning and Adjustment Board will hear this matter on November 14, 2023, and she will include an update on La Bamba.

8. STAFF COMMENTS

Ms. Gardner-Young desires to switch from a Business Tax Receipt to a Certificate of Use. She plans to collect all the necessary materials and send them to the Board Members in December for their review. The Board Members will discuss this matter in January's meeting.

Ms. Gardner-Young also sought advice from the Board Members regarding the date and time of the Community Development Department event at the Country Club. Adam Jones recommended scheduling the event on a weekday morning for about an hour.

9. ADJOURNMENT

Adam Jones made the motion to adjourn, and Nathan Kennedy seconded the motion. The meeting adjourned at 6:22 p.m.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

*"THE BEST PLACE TO LIVE
UNDER THE SUN"*

Environmental

Committee Meeting

MINUTES

Anchorage Park

Monday, Nov 6, 2023

6: 00pm

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6: 01pm.
2. Roll Call:
 - Present: Karen Marcus, Mary Phillips, Kendra Zellner, Shawn Woods, Brian Bartels, Ellen Allen, and Lisa Interlandi
 - Absent:
 - Also Present: Marc Holloway, Field Operations Manager
3. The Minutes of the October 2, 2023, regular meeting was approved.
4. Public Comments –
 - a. Chris Ryder 118 Dory Rd. South – Expressed that he believes C17 is not NPB property as it relates to storm drain issues and sedimentation of the canal. He recommended that code enforcement should make owners responsible for issues that they cause with C17. He recommended rod mount style birdhouses.
5. Community Garden Update – No update.
6. SWA video tour- Marc spoke with his contact about a virtual tour and will provide information during the next meeting.
7. Business storm drain inspections- Marc is working with the director with public works

to propose options for inspections. Ellen recommended that new businesses have higher code standards and require litter traps on those properties. Marc is looking into installing a litter trap at Anchorage Park, in front of the building. Karen recommended adding one at the Country Club.

8. Earman River Drone Video- Marc submitted a request to IT to have them take the drone footage. Will update us at the next meeting.
9. Speaker Series- Feedback was attendance was lackluster, likely due to minimal marketing. We have to push our next speaker to Feb. Brian will speak with the FPL speaker. Kendra will speak with Ed as soon as it is scheduled.
10. Recycling Bin Top Feedback- Marc said the bin top replacement was a success. We need to work with Zak to order the bin tops for the other parks.
11. Bird Village- We have some options for Birdhouses for upcoming events- 1. Zak can order 3-4 bulk kits from home depot (12 per kit) which is \$91 per kit. 2. Home Depot can donate \$200 which can be used for supplies to build them or maybe for bird attracting plants 3. Send request to Lowes on NPB letterhead to see if they can donate some kits but they only have 6-10 in stock. Mary and Kendra had a meeting with the principal of The Conservatory School and they are going to talk to their teachers about having students build bird houses from scratch. Wait to advertise the grand opening until Ellen speaks with her contact.
12. Previous newsletter- Last was about food waste. Next article is about unregistered landscapers/blowing debris in the street/canal and registered landscapers.
13. Member Comment- none.
14. Staff Comment- Marc advised that they are starting appointment only bulk pickup.
15. Next meeting- The next meeting will be on Jan 8, 2023 at 6:00 pm at Anchorage Park
16. Adjournment- the meeting adjourned at 6:46 pm.



**THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 14, 2023 at 6:30 PM**

Present

Cory Cross, Vice Chair
Kathryn DeWitt, Member
Jonathan Haigh, Member
Scott Hicks, Member
Thomas Hogarth, Member

Absent

Donald Solodar, Chair
Nathan Kennedy, Member

Village Staff

Dave Norris, Mayor
Len Rubin, Village Attorney
Caryn Gardner-Young, Community Development Director

1. CALL TO ORDER

Vice Chair Cross called the meeting to order at 6:32 p.m.

a. ROLL CALL

Roll was called, and it was determined a quorum was present.

2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA

There were no modifications to the agenda.

3. PUBLIC COMMENT FOR NON-AGENDA ITEMS

There were no public comments.

4. APPROVAL OF MINUTES

a. September 12, 2023 Minutes

Mr. Hogarth motioned to approve the September 1, 2023 meeting minutes, seconded by Mr. Hicks. The **motion passed** unanimously (5-0).

b. October 3, 2023 Minutes

Ms. DeWitt motioned to approve the October 3, 2023 meeting minutes. Seconded by Mr. Hogarth. The **motion passed** unanimously (5-0).

5. DECLARATION OF EX-PARTE COMMUNICATIONS

No ex-parte communications were reported or disclosed.

6. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Attorney Rubin swore in those wishing to provide testimony.

a. SITE PLAN AND APPEARANCE REVIEW

i. OLD BUSINESS

1. 200 YACHT CLUB (MIXED-USE DEVELOPMENT)

Lentzy Jean-Louis from Urban Design Studio, agent for the property owner Robbins NPB LLC, presented a request to approve a Site Plan and Appearance application for a mixed-used development including a 147-unit residential building, three (3) live-work units and 1,978 square feet of commercial space with waivers.

During the Planning Commission meeting held on October 3, 2023, a motion was made to continue the application to approve the waivers as requested, subject to the following conditions:

- A complete package with all current elevations and plans must be submitted to the Village;
- Revise the first-floor plan to include three (3) live-work units facing US Hwy 1 in Building B;
- Eliminate condition Y – food trucks; and
- Restrict leases to one (1) year and not allow subleasing.

The applicant stated that their current plan is consistent with the established style and design presented to the board and residents during the approval process.

They considered the feedback and the opinions of the board, Village staff, and residents regarding the architectural elevations and landscaping; they made the following changes:

- Along the property line of 200 Yacht Club right of way, they have added planting along the sidewalk;
- Committed to a 4-foot separation between the property line and landscape designated for the sidewalk;
- Enhanced landscaping along the east side of the property line; and
- Increased the transparency to all building elevations.

The applicant agreed with the Village Staff report and accepted all the proposed conditions.

Vice Chair Cross opened the item to public comments

Chris Ryder, 118 Dory Road South, expressed his opinion about the master plan availability online, which does not agree with the project, highlighted that this is the first project under the new C-MU regulation with lower transparency than the code provided. If allowed, it will not leave a good precedent for future applicants.

Carolyn Liss, 52 Yacht Club Drive, agreed with Chris Ryder.

Deborah Cross, 2560 Pepperwood Circle South, shared her concerns about mixed-use development not being appropriately mixed-use and insufficient

business and public draw. Regarding affordable housing, she felt this project needed to reflect the Village's vision.

Vice Chair Cross closed the public comments

Ms. Gardner-Young clarified that for workforce housing, the applicant needs to indicate whether it will be owned or rented before the first building permit and certificate of occupancy are approved. While the Village code does not designate regarding this matter, the Village Staff prefers ownership.

Mr. Tuma responded to the public comments and stated that Urban Design Studio has been in business since 1977, and he has a qualified team of landscape architects.

Mr. Rennebaum is a registered professional engineer like Jamie Perish, who signed and sealed the plans submitted to the Village.

Members comments

Mr. Hogarth appreciated the applicant making the changes requested. He inquired whether the live-work space signage had been approved. Ms. Gardner-Young responded that the applicant must return to the Planning, Zoning and Adjustment Board for signage. She added that the live-work entrances will be based on signage and have a public entrance from U.S. Highway 1; an accessible ramp can be installed. Mr. Hogarth concluded that he is satisfied with the project regarding transparency and mixed-use.

Mr. Haigh appreciated the landscape additions, the applicant's responses to the Planning Commission, and public feedback. He thinks offering affordable housing for young professionals is a good way to bring people into the Village.

Ms. DeWitt thought the resident's and board's feedback are reflected on the changes the applicant made to the project, and it is in a better place than when the project started. She inquired for clarity on live-work unit parking spaces. Michele Cuetara with Urban Design Studio responded that the math was updated in the revised plan; the parking of the three (3) live-work units is calculated based on square footage. Ms. DeWitt also inquired about restaurant parking; Mr. Tuma responded that 20 parallel parking spaces have been assigned and will be labeled. She also suggested to do something other than sod.

Mr. Hicks would like to see more of a mixed-use project in the future and sought clarification in regards to the live-work locations. Mr. Tuma showed their location on the revised plan.

Mr. Cross liked the project and highlighted the technicality and the work the architect showed on the project. He would have wanted to see more commercial spaces on the project.

Jonathan Haigh motioned to approve with the conditions noted on the staff report A through JJ deleting E and I, as well as the inclusion of the revised

plans of the project, seconded by Kathryn DeWitt. The **motion passed** unanimously (5-0).

2. 730 U.S. HIGHWAY 1 - LA BAMBA (SIGNAGE AND BUILDING COLOR)

Ms. Gardner-Young presented the current look of the exterior building color and new monument sign, highlighting that changes were made without the Village's approval, nor were building permits submitted. The applicant is seeking approval after changes have been made.

She noted there is also a new wall sign located on the south side facing U.S. Highway 1.

The staff recommendation is to deny the application as presented since it does not meet the Village's code requirements and appearance plans. The use of bright and brilliant color are not hamonious with the building. The previously approved color by the Planning Commission was a more subtle tone.

The owner, JR Molina, announced they celebrated their 15th anniversary at the North Palm Beach location and wanted the restaurant to have a modern look by improving their logo; he also apologized for not submitting permit applications before the changes.

A representative from the sign company M Aguablanca, LLC, Jack Jurvey, further explained that to comply with the new code, the monument would have to be smaller and move back into the property. Instead, they decided to do a face change to the existing monument. He also noted that the accent color percentage is not defined in the code, which is subjective.

Vice Chair Cross opened the item to public comments

Deborah Cross, 2560 Pepperwood Circle South, mentioned that bright green color is not in the code and should not approved, permits are needed, and agrees with denying the petition.

Bill Stevens, 52 Yacht Club Drive, is a frequent customer and loves the monument sign. He inquired about the criteria for the brightness percentage allowed. However, the board clarified that it is up to their discretion.

Vice Chair Cross closed the public comments

Member comments

Mr. Hicks expresses his sympathy for the applicant and believes the sign should have bright colors since it is a Spanish/Mexican restaurant. However, it needs to meet the code.

Ms. DeWitt suggested the setback criteria could be visited, and the restriction on brightness is intended for vehicle safety. She agrees with the staff's recommendations.

Mr. Haigh liked the color but recognizes it does not meet the code.

Mr. Hogarth mentioned another business was lime and had to remove it, and he suggested the color could be used as an accent. He acknowledged that the sign company should have known to apply for permits as part of the process.

Mr. Cross liked the green and agreed it should be used as an accent color on the building. He agreed with the round logo, but the background is inconsistent with the code.

The applicant submitted a revised rendering of the sign.

Jonathan Haigh motioned to approve the sign submitted at the meeting with the white background, and Kathryn DeWitt seconded the motion. The **motion passed** unanimously (5-0).

Jonathan Haigh motioned to table to the next meeting a different building scheme color to be less bright, seconded by Scott Hicks. The **motion passed** unanimously (5-0).

ii. NEW BUSINESS

1. 124 SHORE COURT – HAMPTON HOUSE CONDO (BUILDING COLOR SCHEME)

The applicant, Philip Zammit, president of the Hampton House Condominium Association, submitted color schemes. He is seeking approval to paint the building.

Ms. Gardner-Young's presentation displayed the colors proposed and recommended approval with conditions.

All Planning, Zoning and Adjustment Board members agree with the staff report.

Mr. Hogarth motioned to approve, seconded by Ms. DeWitt. The **motion passed** unanimously (5-0).

7. BOARD MEMBER COMMENTS

Mr. Hogarth researched the code of ordinances and noticed changes to the residential code. Len Rubin mentioned that the legislature passed a new bill that removed Palm Beach County from SB250; now the code can be readopted.

Mr. Cross inquired about protocol if the Chair and Vice-Chair can not attend the meeting. Len Rubin answered there was no protocol in place. Mr. Cross suggested the Village staff develop one.

8. STAFF UPDATES

The next meeting will be on December 5, 2023.

9. ADJOURNMENT

With no further business before the Board, Mr. Cross adjourned the meeting at 7:53 p.m.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
December 12, 2023 at 7:00 pm
Anchorage Park**

- 1) **Call to Order:** Chair Budnyk called meeting to order at 7:00 p.m.
- 2) **Roll Call:** Rita Budnyk, Christi Chane, Jennifer Dumas, Stephen Heiman, Zak Sherman, Ashley Knieriemen, and Mia St John in attendance. Council Representative Deborah Searcy present. Leigh Arwood Absent (sent prior email).
- 2) **Approval of Minutes:** Motion to approve minutes by Jennifer Dumas. Second by Mia St John.
- 3) **Public Comments:** The meeting continued with public comments, starting with Sandy Seaberg and Donna Becker addressing the lack of pickleball courts. This issue had previously garnered significant support from residents through a petition. Both council and village manager had acknowledged the need for pickleball courts, and the matter was under consideration for the new budget.

The discussion further delved into the master planning process, which was essential for determining the placement of these courts. While plans for pickleball courts next to the basketball court at Osborne and the Community Center were in place, the comprehensive master plan's completion was necessary before any concrete steps could be taken. The possibility of altering the existing layout of parks, including parking lots and other facilities, was also discussed.

Frustration was expressed over the delays in implementing the pickleball courts, urging for a more immediate resolution. They emphasized the community's demand for these facilities, citing examples from neighboring towns. The council representative reassured the attendees that the delay was not due to neglect but a strategic decision to ensure efficient use of funds and resources.

Chris Ryder said he understood the frustration with master plan process. It can take a while. Chris emphasized the urgency of addressing these issues and suggested temporary solutions.

- 4) **Director's Report:** The meeting then shifted focus to other community projects, including updates on the boat ramp and dry storage facilities. Technical and logistical details regarding these projects were discussed, such as geotechnical data

requirements, boring procedures, and the potential impact on park usage during construction.

One key issue was the marina management and the enforcement of contractual obligations for space utilization. It was noted that, despite having contracts in place, there was a lack of resources to ensure compliance. The department's duties have grown considerably over the years and staff, in its current configuration, are stretched thin. The conversation included suggestions for improving operational efficiency, such as conducting weekly checks and utilizing existing staff more effectively.

The meeting also touched upon various community projects and events. These included park cleanups, and challenges in the master planning process for Osborne Park and the Community Center.

Other topics of discussion included flag football championships, soccer field lining, Seacoast's force main project, and upcoming celebrations like Trolley rides, Arbor Day and hot cars and chili events.

5) New Business: Nothing to report.

6) Old Business:

Tornado Update/Community Center: Director stated trail repairs have been completed and several sections of concrete have been removed. Final item is to fill and re-sod the areas. Also discussed the insurance aspects related to these repairs, highlighting the complexity of dealing with insurance claims and coverage limitations.

Member Comments: Rita Budnyk raised safety concerns during the boat parade, highlighting the potential hazards of mixing golf carts and pedestrians, especially in low light conditions. While no injuries were reported, worries persisted about the safety of children near golf carts after dark. Suggestions to improve safety included designating specific viewing areas for non-golf cart attendees and managing the flow of people during event exits. Others suggestions included attendees bring flashlights and children wear glow sticks for better visibility. Additionally, Rita mentioned the ongoing presence of AT&T equipment along the pathway at the Community Center.

On another topic, Chris Ryder inquired about the status of Palm Beach Crew. Zak reported assisting them in cleaning up their original spaces and noted that they are now up-to-date with their financial obligations and using only two storage spots instead of the original eight. In discussing their contract, there was a suggestion to set clear parameters and possibly impose a requirement that a certain percentage of their members should be residents.

7) Staff Comments: None.

8) Adjournment: Motion made by Stephen Heiman to adjourn. Second by Rita Budnyk.
8:05 p.m.

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: January 25, 2024

SUBJECT: **ORDINANCE 1st Reading– Approving a major amendment to the Memory Care Commercial Planned Unit Development to provide an additional waiver for the installation of an 8.7 square foot wall sign on the north façade of the commercial outparcel building located at 635 U.S. Highway One.**

Village staff is seeking Council consideration and approval of a second wall sign for the Desano's Pizzeria on the north façade. The subject +/-0.27-acre parcel is on the west side of U.S. Highway 1, south of Lighthouse Drive and north of Ebbtide Drive. The subject parcel is within the C-MU (Commercial Mixed-Use District) pursuant to the Village Zoning map and has a C (Commercial) Future Land Use designation in accordance with the Village Future Land Use map. The property address is 635 U.S. Highway One, North Palm Beach, FL 33408.

Approved in 2017 through the adoption of Ordinance No. 2017-07, the subject 6,000 square-foot building reserved for restaurant/retail/office use lies within commercial out parcel within the previously approved Commercial PUD (CPUD) and the adjacent 37,404 square-foot Memory Care facility. Construction of the subject building was finalized in 2022. However, all applicable permits have been applied for in preparation for future tenant Desano Pizzeria to occupy the northernmost tenant space. Village Council has approved a series of five (5) waivers as part of the final CPUD approval, which are as follows:

- A. A waiver from Section 27-64 of the Village Code of Ordinances to eliminate trees required for the north buffer spaced at one (1) for every seventy-five (75) lineal feet of Landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45-32(E)7 of the Village Code of Ordinances to provide a total of seventy-eight (78) parking spaces, where one hundred and fifty (150) parking spaces are required.
- C. A waiver from Section 45-36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.

- D. A waiver from Section 45-32(D) of the Village Code of Ordinances allows for a front setback of ten (10) feet for the commercial out parcel building placement. The Code requires a front setback of fifty (50) feet.

In October 2023, the Village Council approved a minor amendment to the Planned Unit Development (PUD) to allow for an indoor and outdoor bar area on the north façade, including a six-seat outdoor seating area.

In December 2023, the Village Council approved another minor amendment to the Planned Unit Development (PUD) to allow for an outdoor seating area with cover and furniture, to install a building wall sign on the east façade of the building, and to allow five (5) stacks to penetrate the roof to enable fryers and ovens to be used on-site.

The applicant is proposing to install an 8.7 square foot building wall sign on the north façade, which is not permitted by the Zoning Code and requires another waiver for the CPUD. Section 8 of the CPUD Ordinance provides that “any new signs or modifications to approved signs shall be presented to the Planning Commission for approval, provided, however, that any changes requiring an additional waiver shall only be approved by Ordinance.” Consequently, the CPUD Ordinance requires the additional waiver to be treated as a major modification to the CPUD.

The proposed wall sign is internally lit with a black background and white lettering and located on the north façade where the outdoor seating area is. The applicant stated that they are unable to obtain signage on the existing monument sign, which is why they are requesting a sign on the north façade so that drivers traveling southbound on U.S. Highway 1 will be able to identify the location prior to driving past it. According to the Zoning Code, a sign is only permitted when fronting streets and the proposed sign fronts the private driveway. Consequently, the petitioner is requesting an additional waiver to the Zoning Code.

The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The materials used in the sign have good architectural character and are harmonious with the building design. The building façade color is white. No bright or brilliant colors are proposed. There is no other lettering or signage on the north façade, and the proposed sign matches the previous building wall sign approved by the Village Council.

At its January 2, 2024 meeting, on a motion by Board Member Kennedy and seconded by Board Member Cross, the Planning, Zoning and Adjustment Board recommended approval (6-1 with Board Member Hogarth dissenting) of the Ordinance as presented by Village Staff.

The attached Ordinance has been prepared and reviewed by the Village Attorney to ensure its legal sufficiency.

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Ordinance on 1st Reading amending the Memory Care CPUD to provide for an additional waiver from Section 6-115(C)(2)e of the Village Code to allow for the installation of a second wall sign for the Desano’s Pizzeria on the north façade of the commercial outparcel building fronting a private driveway in accordance with Village policies and procedures.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ORDINANCE NO. 2017-07 APPROVING A COMMERCIAL PLANNED UNIT DEVELOPMENT ON APPROXIMATELY 2.72 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE AND SOUTH OF LIGHTHOUSE DRIVE TO APPROVE AN ADDITIONAL SIGN WAIVER FOR THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2017-07 on June 22, 2017, the Village Council approved a Commercial Planned Unit Development (“CPUD”) approximately 2.72 acres in size located on the west side of U.S. Highway One north of Ebbtide Drive and south of Lighthouse Drive; and

WHEREAS, the approved site plan for the CPUD included a one-story 37,404 square foot Memory Care facility and a commercial outparcel building of up to 6,000 square feet on the Property; and

WHEREAS, the property owner, ASL NPB, LLC, and one of the tenants of the outparcel building, Desano – North Palm Beach, LLC, have applied for a major amendment to the CPUD for an additional waiver from the Village Code to install a wall sign on the northern façade of the commercial outparcel building; and

WHEREAS, Section 8 of Ordinance No. 2017-07 requires that any new signs requiring an additional waiver shall only be approved by Ordinance; and

WHEREAS, on January 2, 2024, the Village Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, conducted a public hearing on the application and provided a recommendation to the Village Council; and

WHEREAS, the Village Council wishes to approve the major modification to the CPUD to allow for an additional waiver to the Village’s land development regulations and determines that the adoption of this Ordinance is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby amends Section 4 of Ordinance No. 2017-07 to add the following additional waiver:

1 A waiver from Section 6-115(C)(2)e of the Village Code of Ordinances to allow
2 for a second wall sign for the northern façade of the commercial outparcel building
3 facing a driveway when the Code only allows a second sign if facing multiple street
4 frontages.

5
6 Section 3. The Applicant shall install the additional wall sign in accordance with the most
7 current version of the following plans and specifications on file with the Village's Community
8 Development Department:
9

- 10 A. Boundary Survey by Lidberg Land Surveying, Inc. stamp dated December 11, 2023; and
11
12 B. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp dated
13 December 11, 2023.
14

15 Section 4. The Village Council's approval of this major amendment to the CPUD is subject to
16 the following additional conditions:
17

- 18 A. A sign building permit is required for the proposed wall sign.
19
20 B. The site plan shall be revised as necessary to reflect all conditions of approval and
21 resubmitted prior to the issuance of a building permit.
22
23 C. Non-compliance with any of the conditions of approval shall result in withholding of the
24 issuance of building permits or a Certificate of Occupancy.
25
26 D. All advertisements and legal addresses on insurance policies and business correspondence
27 shall clearly state that the project is located within the Village of North Palm Beach.
28

29 Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
30 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
31 such holding shall not affect the remainder of this Ordinance.
32

33 Section 6. All ordinances or resolutions in conflict with the provisions of this Ordinance are
34 hereby repealed to the extent of such conflict.
35

36 Section 7. This Ordinance shall take effect immediately upon adoption.
37

38 PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.
39

40 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF
41 _____, 2024.
42
43
44

45 (Village Seal)

MAYOR

1 ATTEST:

2
3 _____
4 VILLAGE CLERK
5
6

7 APPROVED AS TO FORM AND
8 LEGAL SUFFICIENCY:

9
10
11 _____
12 VILLAGE ATTORNEY



COMMUNITY DEVELOPMENT DEPARTMENT REPORT AND RECOMMENDATION

Subject/Agenda Item:

PUD-2023-005 635 US Highway 1

Consideration of Approval: The property owner, ASL NPB, LLC, and the lessee, Desano – North Palm Beach, LLC, have requested a major modification with a waiver to an existing Commercial Planned Unit Development (PUD). The modification is for the installation of an 8.7 square foot wall sign on the north façade at 635 U.S. Highway One, which is not permitted by the Zoning Code but can only be approved as an additional waiver to the PUD.

☒ Recommendation to APPROVE

☐ Recommendation to DENY

☒ Quasi-Judicial

☐ Legislative

☐ Public Hearing

Originating Department:

Planning & Zoning

Project Manager

Caryn Gardner-Young, AICP

Reviewed By:

Community Development Director

Caryn Gardner-Young, AICP

Attachments:

- Justification Statement dated December 11, 2023
- Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023
- Building and Sign Elevation sheet created by Cotleur & Hearing and stamp-dated December 11, 2023

Public Notice:

☒ Required

☐ Not Required

Dates:

Paper:

Mailing

☒ Required

☐ Not Required

Notice Distance: _ 500'

I. Executive Summary

The applicant proposes installing an 8.7 square foot building wall sign on the north façade, which is precluded by the Village's Zoning Code but can be approved as a waiver under the Village's Planned Unit Development regulations.

II. Site Data

Existing Use:	Vacant
Parcel Control Numbers:	68-43-42-16-34-002-0000
Legal Description:	POETS WALK MEMORY CARE TR B K/A FUTURE DEVELOPMENT
Parcel Size:	.27 acres
Existing Future Land Use Designation:	Commercial
Existing Zoning District:	Commercial – Mixed Use (C-MU)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	Existing Land Use	Future Land Use	Zoning District
North	Memory Care	Commercial	Commercial – Mixed Use (C-MU)
South	Atrium Office Condominium	Commercial	Commercial – Mixed Use (C-MU)
East	North Cove Office Building	Commercial	Commercial – Mixed Use (C-MU)
West	Memory Care	Commercial	Commercial – Mixed Use (C-MU)

III. Background

The subject parcel is +/-0.27-acres in size and located on the west side of U.S. Highway One, between Lighthouse Drive and Ebbtide Drive. The parcel falls under the C-MU (Commercial Mixed-Use Zoning District) as per the Village Zoning map and has a C (Commercial) Future Land Use designation as per the Village Future Land Use map. The property address is 635 U.S. Highway One, North Palm Beach, FL 33408.

The Village Council approved the Memory Care Commercial PUD (CPUD) through the adoption of Ordinance No. 2017-07 on June 22, 2017. The 6,000 square foot commercial outparcel building is reserved for restaurant, retail, or office uses. The building was constructed in 2022, and all necessary permits have been applied for in preparation for Desano Pizzeria occupying the northernmost tenant space. As part of the final CPUD approval, the Village Council approved a series of five (5) waivers:

- A. A waiver from Section 27-64 of the Village Code of Ordinances to remove trees required for the north buffer spaced at one (1) for every seventy-five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45-32(E)7 of the Village Code of Ordinances to provide a total of seventy-eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.

- C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.
- D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for the commercial out parcel building placement. The Code requires a front setback of fifty (50) feet.

In October 2023, the Village Council approved a minor amendment to the Planned Unit Development (PUD) to allow for an indoor and outdoor bar area on the north façade, including a six-seat outdoor seating area.

In December 2023, the Village Council approved an additional minor amendment to the Planned Unit Development (PUD) to allow for an outdoor seating area with cover and furniture, to install a building wall sign on the east façade of the building, and to allow five (5) stacks to penetrate the roof to enable fryers and ovens to be used on-site.

IV. Applicable Code Provisions:

Section 45.35-1 Planned Unit Development Section IV Criteria for Appearance D. Building Design

V. Summary of Proposed Site Plan and Appearance Details:

The petitioner's Planned Unit Development Amendment documents consist of the following:

- a. Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023
- b. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp-dated December 11, 2023

VI. Staff Analysis:

The petition is for the approval of a major Planned Unit Development Amendment. The purpose of this amendment is to install an 8.7 square foot wall sign on the north façade of the building, which requires a waiver from Section 6-115(C)(2)e of the Village Code. The proposed sign is internally lit with a black background and white lettering facing the existing restaurant/Memory Care driveway from US Highway 1. The applicant stated that they are unable to obtain signage on the existing monument sign, which is why they are requesting a sign on the north façade so that drivers traveling southbound on U.S. Highway 1 will be able to identify the location prior to driving past it. Per the Zoning Code, a sign is only permitted when fronting streets. Since the proposed sign is fronting the driveway to the facility, it is not permitted. However, the Village's PUD regulations allow flexibility, and the petitioner is requesting an additional waiver to the Village Code.

Standards and Staff Findings:

Section 45.35-1 Planned Unit Development

1. Harmony:

The proposed use or uses shall be of such location, size, and character as to be in harmony with the appropriate and orderly development of the zoning district in which it is situated and shall not be detrimental to the orderly development of adjacent zoning districts. **The applicant is not proposing a new use.**

2. Traffic/Neighborhood Impacts:

The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout, and its relation to streets giving access to it shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the regular traffic of the neighborhood. **The applicant is not proposing a new use but improving the site layout by installing a sign informing southbound US Highway 1 travelers where the restaurant is located.**

2. Building Modifications:

The location and height of buildings, the location, nature, and height of walls and fences, and the nature and extent of the landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof. **The applicant is not proposing adding walls or wall height to any building or fence except as previously approved. The proposed modification will not hinder or discourage the proper development or use of adjacent land and buildings nor impair the value.**

2. Density/Open Space:

The standards of density and required open space in the proposed project are at least equal to those required by this ordinance in the zoning district in which the proposed

project is to be located, except as may be permitted for key redevelopment sites through subsection 45-35.1.VIII. **The applicant is not impacting density or open space.**

2. Proposed Uses:

There shall be no uses within the proposed project that are not permitted in the zoning district where the proposed project will be located. **The applicant is not proposing changes to the original use, and restaurants are permitted in the C-MU Zoning District.**

Section IV Criteria for Appearance D. Building and Sign Design

1. Wall Sign Materials:

Materials used in signs shall have good architectural character and be harmonious with the building design and surrounding landscape. **The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The building façade color is white. There is no other lettering or signage on the north façade. The applicant meets this requirement.**

2. Wall Sign Architecture:

Wall signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design and compatible with signs on adjoining buildings. Signs shall have good proportions. **The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The wall is white, and the sign is to the left of the side entrance doors. The sign is in proportion to the restaurant space.**

3. Wall Sign Colors:

Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided. Lighting shall be harmonious with the design. If external spot or floor lighting is used, it shall be arranged to shield the light source from view. **The request is for an 8.7 square foot internally**

lit wall sign with a black background and white lettering. The building wall is white; consequently, the proposed sign colors are harmonious. There is no proposed use of bright or brilliant colors.

4. Wall Sign Area:

The closest regulations which would pertain to the proposed sign would be Article V, Section 6-115 of the Code of Ordinance dealing with permitted permanent accessory signs, According to Section 6-115(C)(3)(b) and (c): An occupant that has building facade area facing multiple public street frontages may have one (1) full size wall sign facing a public street frontage and a one-half (½) size wall sign facing the other street frontages which sign is not to exceed 20 square feet. **The main wall sign for Desano Pizzeria, approved in December, was 42 square feet, so one-half the size would be 21 square feet. The proposed sign is 8.7 square feet, meeting the building wall sign size limitation.**

VII. Staff Recommendation:

Approval of SP-2023-0617 with the following conditions:

1. The most stringent requirements of Exhibit “A” Community Development Department Report and Recommendation dated December 11, 2023, and strict compliance with the Exhibits listed below, which are attached hereto and made a part hereof as Exhibit “B.”
 - a. Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023
 - b. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp-dated December 11, 2023
2. A sign building permit is required for the proposed wall sign. (Planning and Zoning)
3. The site plan shall be revised as necessary to reflect all conditions of approval and re-submitted before the issuance of building permits. (Planning and Zoning)
4. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy. (Planning and Building)

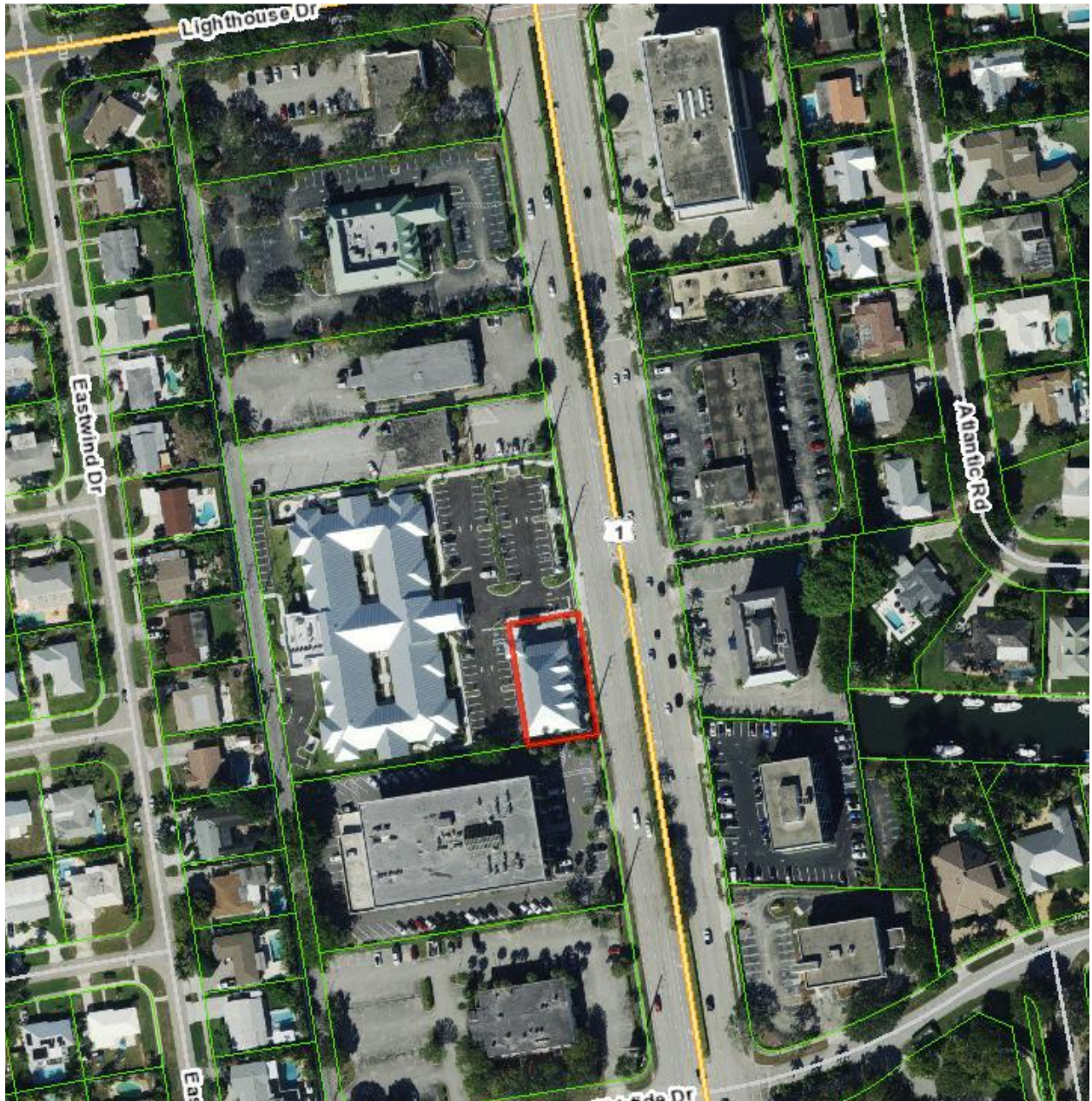
5. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the “Village of North Palm Beach.” (Planning and Zoning)

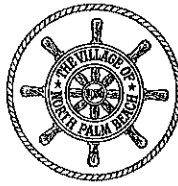
PLANNING AND ZONING ADJUSTMENT BOARD ACTION – January 2, 2024

On a motion by Board Member Kennedy and seconded by Board Member Cross, the Planning, Zoning and Adjustment Board recommended approval (6-1 with Board Member Hogarth dissenting) for the Ordinance as presented by Village Staff.

VILLAGE COUNCIL ACTION (first reading) – January 25, 2024

Exhibit B
Location Map





Village of North Palm Beach
Universal Planning and Zoning Application

Instructions to Applicant

This application shall be submitted with the required items identified in the Application Matrix. Separate Applications must be submitted when multiple applications are associated with the same request.

Contact Community Development Department at 561-841-3365 for a pre-application submittal meeting.

Please check each relevant application box below:

- | | | |
|---|---|--|
| <input type="checkbox"/> Annexation | <input checked="" type="checkbox"/> PUD Amendment Major | <input type="checkbox"/> Variance (Sign) |
| <input type="checkbox"/> Comprehensive Plan | <input type="checkbox"/> Plat Preliminary | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Master Sign Plan Program | <input type="checkbox"/> Plat Final | <input checked="" type="checkbox"/> Waiver |
| <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Similar Use | <input type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> PUD Amendment Minor | <input type="checkbox"/> Special Exception | <input type="checkbox"/> Zoning Text Amendment |

Other:

- | | |
|--|---|
| <input type="checkbox"/> Appeal of Administrative Decision | <input type="checkbox"/> Postponement & Decision Withdrawal |
| <input type="checkbox"/> Extension of Time | <input type="checkbox"/> Pre-application meeting |

Project Name DESANO PIZZERIA

Agent's Name COTLEUR + HEARING

Address 1934 COMMERCE LANE SUITE 1

City JUPITER State FL Zip 33458

Phone 561-406-1033 Fax _____

Email ZCICIERA@COTLEUR-HEARING.COM

Owner's Name ASL NPB, LLC.

Address 1615 FORUM PLAZA, SUITE 200

City WEST PALM BEACH State FL Zip 33401

Phone _____ Fax _____

Email _____

Correspondence Address: *(If different than agent or owner)*

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

This is the address to which all agendas, letters and other materials will be forwarded.

Project Location & Address 635 US HWY 1

Parcel Identification Number(s) 68434216340020000

Property Size (Square feet/Acres) 0.27

Existing Use of Property RESTAURANT/OFFICE

Proposed Use of Property RESTAURANT / OFFICE

Existing Future Land Use Designation COMMERCIAL

Proposed Future Land Use Designation COMMERCIAL

Existing Zoning of Property COMMERCIAL MIXED-USE

Proposed Zoning of Property COMMERCIAL MIXED-USE



Agent Authorization Form

I hereby give AUTHORIZATION to Cotleur & Hearing
to act on my behalf, to submit or have submitted this application and all required material and documents,
and to attend and represent me at all meetings and public hearings pertaining to the application(s)
indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms
and conditions, which may arise as part of the approval of this application for the proposed use of

Applicant Information

Signature [Signature] Print Name Scott DeSano
Address 635 US Hwy 1 City NPB State FL Zip 33408

Agent Information:

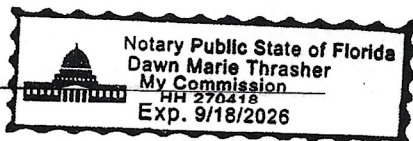
Signature [Signature] Print Name Zachary Ciciera
Address 1934 Commerce Lane Suite 1 City Jupiter State FL Zip 33458

Notary Public Information:

The foregoing instrument was acknowledged before me this 29th day
of August 2023 by Scott DeSano Name of person acknowledging. He or she is personally
known to me, or who has produced _____ as identification (type of identification
and did or did not take an oath (circle correct response).

Signature of Notary Public [Signature] Print Name Dawn Marie Thrasher
Notary Public State of Florida County of Palm Beach
Commission Number HH270418 Commission Expires 09/18/2026

Notary Seal or Stamp





Village of North Palm Beach
Community Development Department

Owner's Authorization: Each petition must bear the signatures of all owners of property in the petitioned area. A letter of authorization allowing a person other than the owner to sign or represent such a petition must be attached to and accompany said petition.

Signature of Owner(s) of Record [Signature] Print Name Douglas Brawn

Signature of Applicant or Agent [Signature] Print Name ZACHARY CICIERA

Sworn to and subscribed before me this 16th day of August 2023

by Douglas Brawn who is personally known to me, or who has

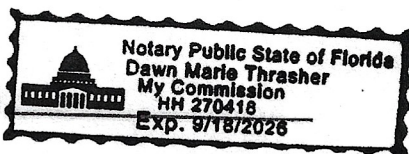
produced FL D/L as Identification.

Signature of Notary Public [Signature] Print Name Dawn Marie Thrasher

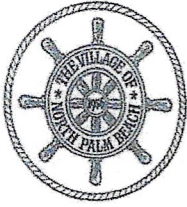
Notary Public State of Florida County of Palm Beach

Commission Number HH 270418 Commission Expires 09/18/2026

Notary Seal



(Print, Type, or Stamp Commissioned Name of Notary Public)



Financial Responsibility Form

The owner understands that all Village-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the Village of North Palm Beach.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the Village incurred during the previous month. The owner and/or designee shall reimburse the Village within thirty (30) days from date of invoice. If payment is not received, the Village may utilize the security deposit for re-imbursement purposes. All activities related to the pending permit(s) will cease until any outstanding invoices are paid.

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the Community Development Department if the name and/or address of the responsible party changes at anytime during the application review process.

[Signature]
Owner signature

08/16/2023

Date

Douglas Brawn
Owner printed name

68434216340020000

Property Control Number

DESIGNEE/BILL TO:

DeSano - North Palm Beach, LLC
PO Box 921144
Norcross, GA 30010

[Signature]
Designee Acceptance Signature

NOTARY ACKNOWLEDGEMENT

STATE OF

Florida

COUNTY OF

Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 16th day of August, 2023 by Douglas Brawn. He or she is personally known to me or has produced FL ID as identification.

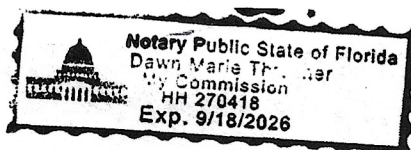
Notary public signature

Dawn Marie Thresher
Printed name

State of Florida at-large

My Commission expires:

09/18/2026



A PORTION OF BLOCK 9
P.B. 24, PG. 202

**BOUNDARY SURVEY
TRACT "A" POET'S WALK
PREPARED FOR:
NIOR DEVELOPMENT COMPANY, INC.
NPB COMERCIAL, LLC**

1. THIS BOUNDARY SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE.
2. SURVEY BASED ON THE PLAT OF POET'S WALK MEMORY CARE.
3. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
4. BEARING BASIS: NORTH 09°34'31"23" WEST ALONG THE WEST LINE OF TRACT "A".
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD), PER FLOOD INSURANCE RATE MAP NO. 12099C038F DATED OCTOBER 5, 2017.
NO SEARCH FOR ANY MAP AMENDMENTS OR REVISIONS HAS BEEN MADE BY THIS OFFICE.
6. TOTAL AREA = 2.727 ACRES, MORE OR LESS.
7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1' IN 7,500'.
9. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88)
10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
PREPARED FOR:
NPB SENIOR DEVELOPMENT COMPANY, INC.
NPB COMMERCIAL, LLC
11. ©COPYRIGHT 2022 BY LIDBERG LAND SURVEYING, INC.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY.
THIS IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

33 \ 125-112 \ 20-078-101 \ 20-078-101.DGN				
	FB.	PG.	JOB	20-078-101
	781	25	DATE	01/05/21
	781	42		
	SHEET	1	OF	1
			DWG.	020-078

ACB = CALCULATED
C.B.S. = CONCRETE BLOCK STRUCTURE
C.C. = CONCRETE CONCRETE MANHOLE
C.M. = CONFLICT MANHOLE
C.D. = CLEAN OUT
C.M.C. = CONC. IN CONCRETE
D.B. = DEAD END
D.C.P. = DEEP DETECTOR CHECK VALVE
F.D. = FIRE DEPARTMENT CONNECTION
F.P. = FIRE PUMP
F.N.D. = FUND
F.P.L. = FLORIDA POWER & LIGHT
G.C. = GROUND CONTROL VALVE
I.P. = IRON PIPE
I.W. = INVERT
I.R. = IRON ROD
L.B. = LICENSE BUSINESS
L.P. = LICENSE POLE
L.S. = LICENSE SURVEY
L.M. = LEASING
M.W. = MEASURED
M.M. = MANHOLE
M.H.W. = MEAN HIGH WATER
M.O.N. = MOVEMENT
O.R. = OFFICIAL RECORD BOOK
(P) = PLAT
P.F. = PLAT BOOK
P.R.M. = PERMANENT REFERENCE MONUMENT
R.D. = RIGHT-OF-WAY
R.F. = REINFORCED CONCRETE PIPE
R.P. = ROAD PLAT BOOK
S. = SURVEY
S.P. = STANTY LIGHT POLE
S.M. = STATION MANHOLE
S.M.H. = SOUTHERN BELL TELEPHONE MANHOLE
S.M. = STORM MANHOLE
T.B. = TRAFFIC BOY
T.P. = TRAFFIC LIGHT POLE
T.V. = TELEVISION
U.E. = UTILITY EASEMENT
W. = WATER METER
W.P. = WOOD POLE
W.U. = WOOD UTILITY POLE
W.V. = WATER VALVE

**LIDBERG LAND
SURVEYING, INC.**
LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida, 33458, JE 561-746-8454

11/21/2022	FINAL SURVEY - #20-078-111 - FB792/62 A.M. - PRINT R.M.	R.J.W.
09/11/2021	STEMWALL RESTAURANT/RETAL BUILDING - #20-078-110 - FB792/62 K.F.	R.J.W.
DATE:	REVISIONS:	BY:

DESANO PIZZERIA

Major PUD Amendment

Justification Statement

December 11, 2023

INTRODUCTION | REQUEST

On behalf of the Owner, ASL NPB, LLC., and Applicant, Desano – North Palm Beach LLC, we are requesting approval of a Waiver/Major PUD Amendment to the approved Commercial Planned Unit Development per Ordinance No. 2017-07, to permit an 8.7 square-foot accessory wall sign on the north façade adjacent to a private driveway.

PROJECT CONTACT

All correspondence in connection with this request should be directed to the agents for the applicant:

AGENT / PLANNER

Cotleur & Hearing
Contact: Donaldson Hearing/Zach Ciciera
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
Phone: (561) 747-6336 x 135

OWNER

ASL NPB, LLC.
Contact: Douglas Brawn
1615 Forum Place, Suite 200
West Palm Beach, FL 33401
Phone:

APPLICANT / TENANT

Desano – North Palm Beach LLC
Contact: Scott Desano
PO Box 921144
Norcross, GA 30010 UN

LOCATION

The subject +/-0.27-acre parcel is located on the west side of US Highway 1, south of Lighthouse Drive and north of Ebbitide Drive. The subject parcel is within the C-MU (Commercial Mixed-Use District) pursuant to the Village Zoning map and C (Commercial) future land use designation pursuant to the Village Future Land Use map. The property address is 635 US HWY 1, North Palm Beach, FL 33408.

Adjacent Property	Zoning District	Future Land Use Designation
North	C-MU	C
South	C-MU	C
East	C-MU	C
West	C-MU	C

BACKGROUND

Approved in 2017, the subject 6,000 square foot building reserved for restaurant/retail/office use lies within the commercial outparcel within the aforementioned CPUD in conjunction with the adjacent 37,404 square foot Memory Care facility. Construction of the subject building has been finalized in 2022, however, all applicable permits have been applied for in preparation of future tenant Desano Pizzeria to occupy the northern most tenant space. A series of five (5) waivers have been approved by Village Council as part of the final CPUD approval, which are as follows:

- A. A waiver from Section 27- 64 of the Village Code of Ordinances to eliminate trees required for the north buffer spaced at one (1) for every seventy- five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45- 32(E)7 of the Village Code of Ordinances to provide a total of seventy- eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.
- C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.
- D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for placement of the commercial outparcel building. The Code requires a front setback of fifty (50) feet.

WAIVERS

The applicant is requesting a waiver to Sec. 6-115.2(c) of the Village Code, to permit an accessory wall sign on the north façade fronting a private driveway and sidewalk. The proposed sign, as previously mentioned, is measured at 8.7 square-feet, and designed to be consistent with the restaurant's theme and color palette. It should be noted that the applicant is unable to obtain signage on the existing monument sign, therefore this request is a result of that hardship and will allow the restaurant appropriate signage along US HWY 1, and is in conformance with maximum sign area requirements set forth in the Village Code.

A. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived.

Signage – The applicant is proposing a small 8.7 square-foot wall sign on the north façade, consistent with the primary wall signage and the buildings architecture. The north façade provides direct access to the restaurant, however, it does not front a public street which is in conflict with Sec. 6-115.C(2)(c).

B. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded.

Signage – Granting of this waiver will not lead to alterations of other elements of the site.

C. Whether the request clearly demonstrates the public benefits to be derived.

Signage – The building's location along US-1 complemented with its shallow setback creates a necessity for additional signage to alert drivers of the restaurant's entrance. The signage proposed on the north façade is minimal, calculated at 8.7 square-feet. It should be noted that the applicant is unable to present signage on the existing monument sign, thus creating a hardship.

D. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan.

Signage – Although the requested accessory sign is minimal in size, the design is harmonious with the building and accents the north façade in an appropriate manner.

E. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees.

Signage – There are no unusual circumstances affecting the signage request.

F. The effect of approving or denying the waiver on the development project and on the surrounding area.

Signage – Approval of this request will not have any significant impact on the surrounding area and will provide appropriate signage on the north façade. Given the inability to utilize the existing monument sign for tenant signage, approval of this request will allow DeSano Pizzeria to display (2) total signs as opposed to only one, consistent with surrounding commercial businesses.

G. Consistency with the comprehensive plan.

Although there are limited objectives, goals, and policies directly applicable to this request; the requested waiver and the site in its entirety are consistent with the applicable provisions set forth in the comprehensive plan and does not create conflict with any provisions.

H. How the proposed waiver provides a public benefit.

Signage – The building's location along US-1 complemented with its shallow setback creates a necessity for additional signage. Driver's traveling southbound on US-1 will not be within reasonable view of the building's primary sign on the east façade due to the current setback of the building. The signage proposed on the north façade is minimal, calculated at 8.7 square-feet. It should be noted that the applicant is unable to present signage on the existing monument sign, thus creating a hardship.

CONCLUSION

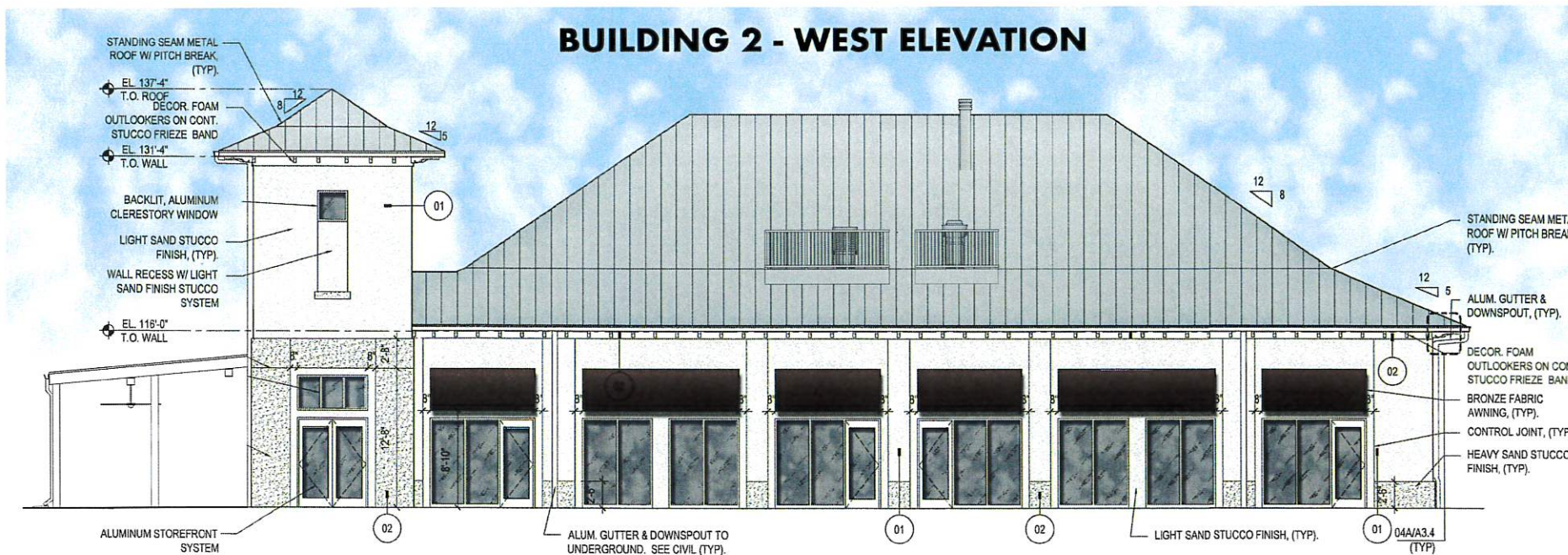
On behalf of the applicant, we look forward to working with staff to address any comments that may arise as a result of this request.

3'4"



3'4" X 3'4"

**INTERNALLY LIT ALUMINUM CABINET WITH ACRYLIC
LETTERING FIXED TO WALL SURFACE, NOT TO EXCEED
8-INCH PROJECTION**



BUILDING 2 - NORTH ELEVATION

EL. 137'-4" T.O. ROOF

STANDING SEAM METAL ROOF W/ PITCH BREAK, (TYP).

EL. 124'-0" T.O. WALL

DECORATIVE FOAM OUTLOOKERS ON CONT. STUCCO FRIEZE BAND

EL. 116'-0" T.O. WALL

ALUM. GUTTER & DOWNSPOUT, (TYP).

LIGHT SAND STUCCO FINISH, (TYP).

BRONZE FABRIC AWNING, (TYP).

HEAVY SAND STUCCO FINISH, (TYP).

EL. 100'-0" FIN. FLR.

04A/A3.4 (TYP)

12 8

5 12

01

STANDING SEAM METAL ROOF W/ PITCH BREAK, (TYP).

DECORATIVE FOAM OUTLOOKERS ON CONT. STUCCO FRIEZE BAND

BACKLIT, ALUMINUM CLERESTORY WINDOW

LIGHT SAND STUCCO FINISH, (TYP).

WALL RECESS W/ LIGHT SAND FINISH STUCCO SYSTEM

RAISED STUCCO BASE W/ HEAVY SAND FINISH

CONTROL JOINT, (TYP).

ALUMINUM TRANSOM

HEAVY SAND STUCCO FINISH, (TYP).

02

AFFECTED AREA

BUILDING 2 - SOUTH ELEVATION

04A/A3.4 (TYP)

EL. 137'-4" T.O. ROOF

STANDING SEAM METAL ROOF W/ PITCH BREAK, (TYP.)

12

8

EL. 124'-0" T.O. WALL

01

12

5

LIGHT SAND STUCCO FINISH, (TYP.)

DECORATIVE FOAM OUTLOOKERS ON CONT. STUCCO FRIEZE BAND

EL. 118'-0" T.O. WALL

CONTROL JOINT

02

13'-0"

1'-0"

1'-0"

13'-0"

ALUM. GUTTER & DOWNSPOUT, (TYP.)

BRONZE FABRIC AWNING, (TYP.)

EL. 100'-0"

ALUM. GUTTER & DOWNSPOUT, (TYP.)

BRONZE FABRIC AWNING, (TYP.)

LIGHT SAND STUCCO FINISH, (TYP.)

DECORATIVE FOAM OUTLOOKERS ON CONT. STUCCO FRIEZE BAND

STANDING SEAM METAL ROOF W/ PITCH BREAK, (TYP.)

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director
Scott Wood, Building Official

DATE: January 25, 2024

SUBJECT: **ORDINANCE 2nd Reading – Adopting Administrative Amendments to the 8th (2023) Edition of the Florida Building Code**

The Florida Building Code is a set of regulations that govern the construction of public and private buildings in Florida. It is based on national model building codes, national consensus standards, and Florida-specific provisions. However, some construction-related regulations are exempted by Section 553.73 of the Florida Statutes. To ensure consistency and uniformity, the Florida Building Code has been aligned with the Florida Fire Prevention Code maintained by the Department of Financial Services, Office of the State Fire Marshal.

The Florida Building Code is a collection of nine volumes, including Building, Plumbing, Mechanical, Fuel Gas, Existing Building, Residential, Energy Conservation, Accessibility, and Test Protocols for High-Velocity Hurricane Zones. Chapter 27 of the Florida Building Code, Building, includes state regulation for licensed facilities and adopts the National Electrical Code (NFPA 70) by reference.

In Florida, it is mandatory to update the building and construction codes every three years in all cities and counties, known as the tri-annual update. The 8th Edition Florida Building Code will be effective on January 1, 2024, and all applications and documentation submitted for a permit from this date must comply with this new code. Section 553.73(4)(a), Florida Statutes, authorizes a municipality to adopt amendments to the administrative provisions (Chapter 1) of the Florida Building Code that are specific to that municipality. These administrative amendments replace the amendments adopted by the Village in 2020 for the prior (7th) edition of the Florida Building Code.

At its January 11, 2024 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.

The Village Attorney has prepared and/or reviewed the attached Ordinance for legal sufficiency.

Recommendation

Village Staff recommends Village Council consideration and approval on second reading of the attached Ordinance adopting administrative amendments to the 8th (2023) edition of the Florida Building Code as authorized by state law.

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WHEREAS, pursuant to Chapter 553, Florida Statutes, all construction and related activities occurring within the Village are governed by the Florida Building Code; and

WHEREAS, Section 553.73(4)(a), Florida Statutes, authorizes units of local government to adopt amendments to the administrative provisions (Chapter 1) of the Florida Building Code; and

WHEREAS, Section 6-17(b) of the Village Code recognizes that the Village has amended and supplemented Chapter 1 of the Florida Building Code through administrative amendments; and

WHEREAS, through the adoption of Ordinance No. 2021-02 on January 28, 2021, the Village Council adopted Administrative Amendments to the 7th (2020) Edition of the Florida Building Code; and

WHEREAS, due to the statewide adoption of a new edition of the Florida Building Code, the Village Council wishes to adopt Administrative Amendments to the 8th (2023) Edition as authorized by state statute; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby adopts administrative amendments to Chapter 1 of the 8th (2023) Edition of the Florida Building Code, a copy of which are attached hereto and incorporated herein by reference.

Section 3. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall become effective immediately upon adoption.

1 PLACED ON FIRST READING THIS 11th DAY OF JANUARY, 2024.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
4 2024.

5
6
7 (Village Seal)

MAYOR

8
9
10
11 ATTEST:

12
13 _____
14 VILLAGE CLERK

15
16 APPROVED AS TO FORM AND
17 LEGAL SUFFICIENCY:

18
19 _____
20 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH



**ADMINISTRATIVE AMENDMENTS TO CHAPTER ONE OF
THE FLORIDA BUILDING CODE 8TH EDITION (2023)**

CHAPTER 1
SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION
SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with this Code or the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations, repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. The provisions of the *Village of North Palm Beach Code of Ordinances Chapter 15* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration, change of occupancy, addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.

- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. *Permits* shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.
- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.
- (l) A drone port as defined in s. 330.41(2).

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a result of the move;
- 3. The building is not substantially remodeled;
- 4. Current fire code requirements for ingress and egress are met;
- 5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
- 6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

Florida Building Code, Existing Building Chapter 13 contains additional requirements for Relocated or Moved Buildings)

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned

buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building plans review and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped *flood hazard areas*, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code*, *Existing Building*, *Village of North Palm Beach Code of Ordinances Chapter 15* or the *Florida Fire Prevention Code*.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code*, *Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the

Florida Fire Prevention Code, Chapter 15 of the North Palm Beach Code of Ordinances or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
- (3) A relocated building shall comply with the *flood hazard area* requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT
SECTION 103
BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the *Village of North Palm Beach Code of Ordinances Chapter 15*

SECTION 104
DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:

- 2.1. Quality.
- 2.2. Strength.
- 2.3. Effectiveness.
- 2.4. *Fire resistance*.
- 2.5. Durability.
- 2.6. Safety.

Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation

of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility *permit*. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility *permit* records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food *permit*. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

105.2 Work exempt from *permit*. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special *flood hazard area*. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 7 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwelling* except for the electrical service.
12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition to*, *alteration of*, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.
An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than

100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or
2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

- (4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
- (5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.
(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.
(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit*, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must,

within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:

- a. Approve the application;
 - b. Approve the application with conditions; or
 - c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and *approved* prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a building *permit* or as a requirement for the submission of a building *permit* application.

105.3.9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 Permit intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an *approved* inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and

property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion

of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate *construction documents*, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 *Permit* issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

105.14.1 Affidavits in flood hazard areas. *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code* and the *building official* shall review an inspect those requirements.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 - 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 - 2. A change of occupancy as defined in the *Florida Building Code*.
 - 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 - 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 - 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 - 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).
 - 3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
 - 4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:
 - (a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
 - (b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
 - (c) “Low-voltage electric fence” means an alarm system, as defined in s. 489.505, that consists of a fence

structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

- (d) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.
 - (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
 - (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:
 - (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
 - (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
 - (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
 - (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
 - (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
 - (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
 - (9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
 - (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
 - (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.
- The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each *permit* application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where other- wise warranted.

107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant,

shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner or the owner's authorized agent shall designate a successor *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the owner or owner's authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind- resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations*
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking and draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope

Impact resistant coverings or systems

Structural calculations (if required)

Foundation

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials

Wall systems Floor systems

Roof systems

Threshold inspection plan

Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

Wood

Steel

Aluminum

Concrete

Plastic

Glass

Masonry

Gypsum board and plaster Insulating (mechanical)

Roofing

Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

Site requirements

Accessible route

Vertical accessibility

Toilet and bathing facilities

Drinking fountains

Equipment

Special occupancy requirements

Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)

Light and ventilation (including corresponding portion of the energy code)

Sanitation

12. Special systems:

Elevators

Escalators

Lifts

13. Swimming pools:

Barrier requirements

Spas

Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. *Design flood elevation*

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. *Design flood elevation*
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. *Design flood elevation*
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs

10. *Design flood elevation*

11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
Show/identify
Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural
Wind zone
Flood
Anchoring
Blocking
3. Plumbing
List potable water source and meter size (if applicable)
4. Mechanical
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and *construction documents* on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a *flood hazard area*, the *building official* shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the *Florida Building Code*.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of *permit* fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

1. *Permits*;
2. Plans examination;
3. Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
4. Re-inspections;
5. Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
6. Variance requests;
7. Administrative appeals;
8. Violations; and
9. Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

Stem-wall

Monolithic slab-on-grade

Piling/pile caps

Footers/grade beams

- 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
- 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

- 1.3. In *flood hazard areas*, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the *building official*.
2. Framing inspection. To be made after the roof, all framing, *fireblocking* and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:
 - Window/door framing
 - Window U-factor/SHGC (as indicated on *approved* energy calculations)
 - Vertical cells/columns
 - Lintel/tie beams
 - Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
 - Draftstopping/fireblocking*
 - Curtain wall framing
 - Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)
 - Accessibility
 - Verify rough opening dimensions are within tolerances.
 - Window/door buck attachment
 - 2.1 Insulation Inspection: To be made after the framing inspection is *approved* and the insulation is in place, according to *approved* energy calculation submittal. Includes wall and ceiling insulation.
 - 2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.
3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
 - Roof sheathing
 - Wall sheathing
 - Continuous air barrier
 - Exterior siding/cladding
 - Sheathing fasteners
 - Roof/wall dry-in

Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
 - Exterior wall coverings and veneers
 - Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including In Progress as necessary)
 - Insulation on roof deck (according to submitted energy calculation)
 - Flashing
 - 5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.
6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. In *flood hazard areas*, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 1. Steel reinforcement inspection
 2. Underground electric inspection

3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping
9. Final Electrical inspection
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross-overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:
The system indicated on the plans was installed.
The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
Includes mechanical provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and

before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Includes gas provisions of the energy code and *approved* energy calculation provisions.

2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance- rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the *approved* energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope

insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by *building official*.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector

under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2. As used in this section, the terms:

- (a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, *Florida Statutes*, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.
- (b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3. (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, *Florida Statutes*, or a residential cooperative under chapter 719, *Florida Statutes*, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is

accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4. The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the *building official* of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of

the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in *flood hazard areas*, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the *building official*.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 APPEALS

113.1 General. The Planning, Zoning and Adjustment Board shall hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), *Florida Statutes*, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Village Council

FROM: Caryn Gardner-Young, Community Development Director

CC: Leonard G. Rubin, Village Attorney

DATE: January 25, 2024

SUBJECT: **ORDINANCE – 2ND Reading** – Amendments to R-1 Zoning Regulations for two-story single-family dwellings to re-adopt portions of Ordinance No. 2022-18 due to the inapplicability of Senate Bill 250 to Palm Beach County

Background:

On October 27, 2022, the Village Council adopted Ordinance No. 2022-18, which included the recommendations of the Ad Hoc Committee (and this Board). The new regulations address the volume and massing of two-story single-family dwellings. These regulations are summarized as follows:

- Increasing the second-story front yard setback to 30 feet;
- Increasing the second-story rear yard setback to 25 feet;
- Increasing the second-story side yard setback to 15 feet;
- Requiring building wall articulation on all walls with an unbroken plane over 15 feet in height and 30 feet in length in the form of a wall perpendicular to the property line at a minimum distance of 2 feet and extending parallel to the property line at a minimum of 10 feet; and
- Limiting the floor area of the second story to 75% of the floor area of the first story.

Through the enactment of Section 14 of Chapter 2023-304, Florida Statutes (Senate Bill 250), the Florida Legislature prohibited the Village from proposing any amendments to its land development regulations that are more restrictive or burdensome. This law has been in effect since September 28, 2022, and any such amendments that violate this law would be considered *void ab initio*, meaning they will have no effect from the date of adoption.

The Village Staff made the Village Council aware of the impact of Senate Bill 250. After discussing the matter, the Village Council acknowledged that the provisions mentioned in the Bill were preempted. However, they directed the Staff to issue a guidance statement encouraging property owners to use the previous regulations as guidelines while constructing or significantly altering two-story single-family dwellings. The Village Council also stated that they intend to re-adopt the regulations upon the expiration of the preemption provision of Senate Bill 250 on October 1, 2024. The regulations were repealed on October 12, 2023, by Ordinance 2023-17.

However, a bill was introduced and adopted during the most recent Special Session of the State Legislature, which exempts Palm Beach County from the effects of Senate Bill 250. As a result, the Village Council can now re-adopt the previously repealed regulations.

Discussion:

The Village Staff has been implementing the volume and massing regulations for two story single family dwellings since its adoption in October of 2022. During the review of building permits since 2022, some implementation issues arose which the Village Staff would like to correct. Therefore, Village Staff is recommending readopting the massing and volume provisions but with some modifications.

First, the building articulation provision can be difficult to understand or explain, and Village Staff has received consistent questions about it. Therefore, the Village Staff recommends deleting it. Building articulation refers to the process of stepping and recessing external walls of a building to add scale and visual interest. However, the Village Staff believes this design feature is already being addressed in the code. The existing yard space regulations require a further setback for second stories, which can divide the building wall into smaller parts. Additionally, under the current regulations, 75% of the second floor cannot exceed the first story's floor area, reducing large, expansive blank walls.

Next, the staff is recommending adding additional language regarding blank walls. The proposed language is intended to prevent long, monotonous walls. The language will mandate that 75% of the blank walls must incorporate architectural features to create visual appeal and add diversity to the community.

Finally, we recommend expanding the instances where the second-story setback exemption does not apply to the rear property line. The regulations state that the second-story setback for the backyard does not apply if any part of the rear lot line borders a waterway. However, the Village Staff believes this exception should also extend to other open areas such as golf courses and other parcels dedicated to recreation or open space (excluding vacant lots).

Planning, Zoning and Adjustment Board recommendation.

The Planning, Zoning and Adjustment Board discussed the Ordinance at their January 2, 2024 meeting. On a Motion by Board Member Cross and Seconded by Board Member Kennedy, the Planning, Zoning and Adjustment Board (5-2 with Board Member Haigh and Board Member Hogarth dissenting) recommended the Ordinance as presented by staff with the following modifications:

Section E should read as follows:

E. *Wall treatment.* All exterior walls shall contain articulation creating visual interest and shall incorporate at least four (4) of the following features:

1. Masonry (but not flat concrete block).
2. Concrete or masonry plinth at wall base.
3. Belt courses of a different texture and color.
4. Projecting cornice.
5. Projecting metal canopy.
6. Decorative tile work.
7. Medallions.
8. Opaque, translucent, or transparent glass windows.
9. Vertical articulation.
10. Lighting fixtures.
11. Recesses.
12. A permanent architectural element or feature not listed above, as approved by the village, that meets the intent of this section.

Village Council first reading.

On a Motion by Councilmember Marcus and seconded by Vice Mayor Searcy, the Village Council unanimously recommended approval (4-0) of the Ordinance with the following revisions:

1. Delete the exemption to the increased second-story setback where the rear property line abuts a waterway; and
2. Modify and enhance the wall treatment regulations.

The attached Ordinance divides the types of wall treatments creating visual interest into two categories, and each dwelling must contain two features from each category (while allowing the use of one feature not listed that meets the intent of the section). Additionally, each wall treatment must be no less than nine (9) square feet, and for two-story dwellings, thirty-five percent (35%) of the wall treatment features must be located above the first story.

Recommendation:

The Village Staff requests that the Village Council consideration and adoption on second reading of the attached Ordinance amending the Village's Zoning Code to readopt the provisions relating to the massing of two-story single-family dwellings preempted by Senate Bill 250, as amended. The Ordinance presented reflects the recommendation of the Village Council as discussed by the Council at first reading of the Ordinance.

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES TO READOPT CERTAIN REGULATIONS RELATING TO THE VOLUME AND MASSING OF SINGLE-FAMILY DWELLINGS; AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DWELLING DISTRICT," TO REQUIRE ADDITIONAL SETBACKS FOR SECOND STORIES, LIMIT THE FLOOR AREA OF THE SECOND STORY, AND PROHIBIT BLANK WALLS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Ordinance No. 2022-18 on October 27, 2022, the Village Council implemented the recommendations of the Ad Hoc Committee and adopted new regulations to address the volume and massing of two-story single-family dwellings, including additional second-story setbacks, building wall articulation requirements, and a limitation on the floor area of the second story; and

WHEREAS, through the enactment of Section 14 of Chapter 2023-304, Laws of Florida (Senate Bill 250), the Florida Legislature prohibited the Village from proposing or adopting more restrictive or burdensome amendments to its land development regulations retroactive to September 28, 2022 and declared any such amendments void ab initio; and

WHEREAS, through the adoption of Ordinance No. 2023-17 on October 12, 2023, the Village Council formally recognized the statutory preemption, repealed the new regulations, and adopted a guidance statement encouraging voluntary compliance; and

WHEREAS, through the enactment of Chapter 2023-349, Laws of Florida (House Bill 1C), the Florida Legislature amended Section 14 of Chapter 2023-14 to remove Palm Beach County from the prohibition against proposing or adopting more restrictive or burdensome amendments to its land development regulations; and

WHEREAS, due to the removal of the statutory preemption, the Village Council wishes to formally readopt the regulations relating to the volume and massing of two-story single-family dwellings with certain modifications; and

WHEREAS, on January 2, 2024, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, conducted a public hearing to review this Ordinance and provided a recommendation to the Village Council; and

WHEREAS, having considered the recommendation of the Planning, Zoning and Adjustment Board and conducted all required advertised public hearings, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of the Village of North Palm Beach.

1 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
2 OF NORTH PALM BEACH, FLORIDA as follows:

3
4 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

5
6 Section 2. The Village Council hereby amends Article III, "District Regulations," of
7 Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by amending Section 45-
8 27, "R-1 Single-Family District," to read as follows (additional language is underlined and deleted
9 language is ~~stricken through~~):

10
11 **Sec. 45-27. R-1 single-family dwelling district.**

12
13 A. *Uses permitted.* Within any R-1 single-family dwelling district no
14 building, structure, land or water shall be used except for one (1) or
15 more of the following uses:

- 16
17 1. Single-family dwellings with accessory buildings
18 customarily incident thereto, subject to each of the
19 requirements set forth in this section and throughout this
20 chapter.
- 21
22 2. Public schools.
- 23
24 3. Parks and recreation facilities owned or leased by or
25 operated under the supervision of the Village of North Palm
26 Beach.
- 27
28 4. Detached fence storage areas.
- 29
30 5. Satellite dish antenna.
- 31
32 6. Community residential homes. Community residential
33 homes of six (6) or fewer residents which otherwise meet the
34 definition of a community residential home, provided that
35 such homes shall not be located within a radius of one
36 thousand (1,000) feet of another existing such home with six
37 (6) or fewer residents.
- 38
39 7. Family day care home.
- 40
41 8. Lamp post.
- 42
43 9. Decorative post structure.
- 44

45 B. *Building height regulations.* All single-family dwellings shall be
46 limited to two (2) stories and thirty feet (30') in height. For the
47 purposes of this subsection, height shall be measured from the
48 average elevation of the existing grade prior to land alteration for
49 properties outside of special flood hazard areas and from the

required design flood elevation for properties within special flood hazard areas. Height shall be measured to the highest point of the following:

1. the coping of a flat roof and the deck lines on a mansard roof;
2. the average height level between the eaves and roof ridges or peak for gable, hip or gambrel roofs; or
3. the average height between high and low points for a shed roof.

Decorative architectural elements, chimneys, mechanical equipment, non-habitable cupolas, elevator shafts or similar appurtenances shall be excluded from the foregoing height restrictions. Rooftops shall not be used for pools, decks, or other spaces to congregate.

C. *Building site area regulations.* The minimum lot or building site area for each single-family dwelling shall be seven thousand five hundred (7,500) square feet and have a width of not less than seventy-five (75) feet, measured at the building line.

D. *Yard space regulations.*

1. *Front yard.* There shall be a front yard of not less than twenty-five (25) feet for the first story and thirty (30) feet for the second story measured from the street line to the front building line.
2. *Rear yard.* There shall be a rear yard of not less than twenty (20) feet for the first story and twenty-five (25) feet for the second story measured from the rear building line to the rear lot line.
3. *Side yards.* There shall be a side yard on each side of the side building line of not less than ten (10) feet for the first story and fifteen (15) feet for the second story. In the case of corner lots, no building and no addition to any building shall be erected or placed nearer than twenty (20) feet to the side street line of any such lot.
 - (a) For a distance of one block on streets intersecting U.S. #1, measured from the right-of-way line of said U.S. #1, side yards of at least twenty-five (25) feet in depth shall be provided.
4. *Applicability of second story setback.* The second story setback shall apply only to the roofed portion of the second

1 story of a two-story, single-family dwelling and shall not
2 apply to non-roofed second story patios or balconies.

3
4 **E. Wall treatment. All exterior walls shall contain articulation creating**
5 **visual interest in accordance with the following:**

6
7 **1. At least two (2) of the following features must be included:**

8
9 **(a) Projecting cornice.**

10
11 **(b) Projecting metal canopy.**

12
13 **(c) Opaque, translucent, or transparent glass windows.**

14
15 **(d) Vertical articulation.**

16
17 **(e) Recesses.**

18
19 **2. At least two (2) of the following features must be included:**

20
21 **(a) Masonry (but not flat concrete block).**

22
23 **(b) Concrete or masonry plinth at wall base.**

24
25 **(c) Belt courses of a different texture and color.**

26
27 **(d) Decorative tile work.**

28
29 **(e) Medallions.**

30
31 **(f) Lighting fixtures.**

32
33 **3. One of the above features may be replaced by an**
34 **architectural element or feature not listed above, as approved**
35 **by the village, that meets the intent of this section.**

36
37 **4. Each wall treatment feature must be no less than nine (9)**
38 **square feet.**

39
40 **5. If the single-family dwelling is more than one story, at least**
41 **thirty-five percent (35%) of the wall treatment features must**
42 **be located above the first story.**

43
44 **Figure 1 Building Wall Articulation (Figure Deleted)**

45
46 **F. Second-story floor area.** The floor area of the second story of a
47 single-family dwelling shall not exceed seventy-five percent (75%)
48 of the floor area of the first story. For the purposes of this
49 subsection, floor area shall include all areas lying within the

1 building perimeter established by the interior side of the exterior
2 walls of the building, including garages, covered patios, and other
3 open-air exterior areas that are under roof. The floor area for the
4 second story shall include areas open to below.
5

6 ~~E. — Guidance on volume and massing of single family dwellings. Due~~
7 ~~to the legislature's enactment of Chapter 2023-304, Laws of Florida~~
8 ~~(Senate Bill No. 250), the village was required to repeal recently~~
9 ~~adopted regulations relating to the volume and massing of single-~~
10 ~~family dwellings. However, to preserve the character of the~~
11 ~~village's existing single family neighborhoods, the village~~
12 ~~encourages the use of the following guidelines when constructing or~~
13 ~~substantially altering single family dwellings:~~
14

15 1. ~~Second-story setbacks should be five (5) feet greater than the~~
16 ~~required first-story setbacks. These enhanced setbacks~~
17 ~~should apply to the roofed portion of the second story of a~~
18 ~~two-story, single family dwelling.~~
19

20 2. ~~Building wall articulation should be provided on all walls~~
21 ~~with an unbroken plane in excess of fifteen (15) feet in height~~
22 ~~and thirty (30) feet in length. The articulation should be in~~
23 ~~the form of a wall perpendicular to the property line at a~~
24 ~~minimum distance of two (2) feet, extending parallel to the~~
25 ~~property line a minimum of ten (10) feet, and should extend~~
26 ~~evenly over the entire height of the building wall (see Figure~~
27 ~~1 above).~~
28

29 3. ~~The second story of a single family dwelling should not~~
30 ~~exceed seventy five percent (75%) of the floor area of the~~
31 ~~first story. Floor area includes all areas lying within the~~
32 ~~building perimeter established by the interior side of the~~
33 ~~exterior walls of the building, including garages, covered~~
34 ~~patios and open-air exterior areas under roof. The floor area~~
35 ~~of the second story should include areas open to below.~~
36

37 ~~The village council intends to readopt these regulations as of~~
38 ~~October 1, 2024.~~
39

40 G F. *Off street parking regulations.* At least one parking space measuring
41 at least nine (9) feet by eighteen (18) feet (one hundred sixty-two
42 (162) square feet) shall be provided. All parking spaces shall consist
43 of a durable surfaced area as approved by the community
44 development director, and may be enclosed in the dwelling, in an
45 accessory building or in an unenclosed area or a driveway. All
46 vehicles parking on a lot must be parked on a durable surface.
47

48 H G. *Accessory structures.* One detached automobile garage and one
49 open-air pavilion may be constructed on any lot within the R-1

1 single-family dwelling district provided that all requirements of this
2 chapter are met. Open air pavilions shall be subject to the following
3 additional conditions and restrictions:
4

5 1. *Permitting.*
6

7 (a) All open-air pavilions must be permitted in
8 accordance with all Florida Building Code and
9 Village Code requirements.
10

11 (b) Open-air pavilions meeting the definition of a
12 traditional chickee hut are exempt from the Florida
13 Building Code but shall be subject to consistency
14 review by the village. Consistency shall be
15 demonstrated through the issuance of a zoning
16 permit and shall require the submittal of the
17 following information:
18

19 (1) A survey that includes scaled dimensions of
20 the proposed structure, including setbacks;
21

22 (2) Proof that the builder of the chickee hut is a
23 member of either the Miccosukee Tribe of
24 Indians of Florida or the Seminole Tribe of
25 Florida (such proof consisting of a copy of
26 the tribal member's identification card); and
27

28 (3) Drawings of the proposed structure
29 depicting, at a minimum, the overall design,
30 dimensions, roof materials, and height.
31

32 2. *Dimensions.* Open-air pavilions shall not exceed two
33 hundred (200) square feet in floor area. The floor area shall
34 be measured from outside the support posts, provided that
35 the roof overhang does not exceed three (3) feet from the
36 support posts. If the roof overhang exceeds three (3) feet, the
37 floor area shall consist of the entire roofed area. For
38 structures supported by a single-pole, i.e., umbrella shape,
39 the floor area shall be measured from the drip line of the roof
40 material.
41

42 3. *Height.* Open-air pavilions shall not exceed twelve (12) feet
43 in height or the height of the principal building located on
44 the lot, whichever is more restrictive. For sloped roofs, the
45 height shall be measured at the mean roof height.
46
47

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4. *Location and Setbacks.*

- (a) No open-air pavilion may be erected within ten (10) feet of the side property line. This side setback shall be increased to twenty (20) feet for corner lots.
- (b) No open-air pavilion may be erected within seven and one-half (7½) feet of the rear property line.
- (c) No open-air pavilion or any portion thereof may be erected between the front line of the principal building and the front property lot line, within a utility or drainage easement, or within a required landscape buffer.

5. *Use restrictions.*

- (a) An open-air pavilion shall be used only for private recreational activities as an accessory use to the principal residential use and shall not be used for habitation, for a tool room, storage room or workshop, or for any commercial purpose whatsoever.
- (b) Open-air pavilions shall not be used for storage of items of personal property, including, but not limited to, the following:
 - (1) Operable or inoperable vehicles, boats, boat trailers, utility trailers or similar items of personal property;
 - (2) Building materials, lawn equipment, tools or similar items; and
 - (3) Ice boxes, refrigerators and other types of food storage facilities with the exception of under-counter units.
- (c) No gas, charcoal or propane grills, stoves or other types of cooking devices may be stored or utilized within a traditional chickee hut.

6. *Maintenance.* Open-air pavilions shall be maintained in good repair and in sound structural condition. Painted or stained surfaces shall be free of peeling paint, mold and mildew and void of any evidence of deterioration.

1 7. *Design.*
2

- 3 (a) Open-air pavilions, with the exception of traditional
4 chickee huts, pergolas and other structures with only
5 partial or slatted roofs, shall incorporate the same
6 types of building materials and be consistent with the
7 architectural theme or style of the main or principal
8 building.
9
10 (b) At the request of a property owner, the community
11 development director may approve the use of
12 different building materials or alternate architectural
13 themes or styles when such materials, themes or
14 styles are complementary to the main or principal
15 building.
16
17 (c) Should the community development director deny
18 the request for different building materials or
19 alternate architectural themes or styles, a property
20 owner may appeal this decision to the planning
21 commission by submitting a written request for a
22 hearing to the community development director
23 within thirty (30) calendar days of the date of the
24 determination. The appeal shall be placed on the next
25 available agenda and the decision of the planning
26 commission shall be final, subject only to judicial
27 review by writ of certiorari.
28

29 I H. *Mechanical equipment.* All non-roof-mounted mechanical
30 equipment shall be located behind the front building face of the
31 principal structure in either the side yard or the rear yard. Such
32 equipment shall be located adjacent to the principal structure
33 whenever practicable, provided, however, that all mechanical
34 equipment shall be located at least five (5) feet from the side
35 property line and at least seven and one-half feet (7½) from the rear
36 property line.
37

38 J I. *Minimum landscaped area.*
39

- 40 1. All single-family dwellings shall have a minimum
41 landscaped area of thirty percent (30%).
42
43 2. All single-family dwellings (both one and two story) shall
44 provide a minimum landscaped area of fifty percent (50%)
45 in the required twenty-five-foot (25') front yard setback.
46 Properties with frontage along urban collector roads
47 (Lighthouse Drive and Prosperity Farms Road) shall provide
48 a minimum landscaped area of forty percent (40%) in the
49 required twenty-five-foot (25') front yard setback.

Properties having an irregular lot shape, meaning a lot which is not close to rectangular or square and in which the width of the property at the front property line is less than required by the underlying zoning district, shall provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-five-foot (25') front yard setback.

3. A property owner who meets the overall minimum landscaped area requirement set forth in subsection (1) above and who does not meet the minimum landscaped area requirement in the twenty-five-foot (25') front yard setback set forth in subsection (2) above may request a waiver of up to five percent (5%) of the minimum required area by filing a request with the Community Development Department. The request shall be forwarded to the Planning Commission for final action. A property owner seeking such a waiver shall be required to demonstrate to the Planning Commission that he or she has made a reasonable attempt to comply with the required minimum landscaped area within the front yard setback and has mitigated any deficiency through the installation of enhanced landscaping materials, the use of permeable hardscape materials or some other acceptable means.

For the purposes of this subsection, the term minimum landscaped area shall mean a pervious landscaped area unencumbered by structures, buildings, paved parking lots, sidewalks, sports courts, pools, decks, or any impervious surface. Landscape material shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark. No landscape material shall be used for parking. However, pervious surfaces used for the parking of recreational equipment in side and rear yards shall be included in the calculation of the minimum landscaped area.

With respect to building permits for renovations of existing single-family dwellings, the minimum landscaped area standards shall apply only to the extent that the proposed scope of work impacts the applicable standard.

- 1j. *Maximum driveway width in swale.* The total width of driveways from the edge of the public roadway to the abutting privately-owned property shall not exceed a total of thirty-two feet (32') in width at the property line, excluding flares. For lots with ninety (90) or more feet of public roadway frontage, the total width of driveways from the edge of the public roadway to the abutting privately-owned private shall not exceed a total of forty feet (40') in width at the property line, excluding flares. Each side of a flared driveway shall be no more than three feet (3') wider than the rest of the driveway.

1 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
2 the Village of North Palm Beach, Florida.

3
4 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
5 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
6 such holding shall not affect the remainder of this Ordinance.

7
8 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in
9 conflict herewith are hereby repealed to the extent of such conflict.

10
11 Section 6. This Ordinance shall take effect immediately upon adoption.

12
13 PLACED ON FIRST READING THIS 11th DAY OF JANUARY, 2024.

14
15 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
16 2024.

17
18
19 (Village Seal)

MAYOR

20
21
22 ATTEST:

23
24 _____
25 VILLAGE CLERK

26
27 APPROVED AS TO FORM AND
28 LEGAL SUFFICIENCY:

29
30 _____
31 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: January 25, 2024

SUBJECT: **RESOLUTION** – Announcing the Village General Election and Annexation Referendum Elections on March 19, 2024

Section 10-3, Notice of general elections, of Article I of Chapter 10, Elections, of the Village Code of Ordinances, provides that “The village clerk shall cause to be published at least fifteen (15) days next preceding any general election, once, in a newspaper of general circulation in the village, a notice stating the date of such election, the offices to be filled, and the time and place where such election shall be held; and if there be one (1) or more propositions to be voted upon, state in substance the character of the propositions to be voted upon. In addition, such notice shall be given by posting a copy thereof in at least three (3) public and conspicuous places in the village, one (1) of which shall be the bulletin board in the village hall.

In accordance with Section 10-3, the Village Clerk will publish such notice at least 15 days prior to the March 19, 2024 General Election. The Village Clerk also provides advance notice of the election through the Village Newsletter and website, and posts a notice on the bulletin boards at the Village Hall and two other Village owned facilities.

The attached resolution announces the March 19, 2024 Election as well as the Annexation Referendum Elections as set forth in Ordinance Nos. 2023-21, 2023-22, and 2023-23; declares the offices to be filled; requests that the Palm Beach County Supervisor of Elections conduct the election and delegates certain duties to the Supervisor. The Resolution further delegates all canvassing duties to the County Canvassing Board.

There is no immediate fiscal impact.

The attached Resolution has been prepared/reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Administration recommends Council consideration and approval of the attached Resolution announcing the General Election and Annexation Referendum Elections on March 19, 2024; declaring the offices to be filled; requesting that the Palm Beach County Supervisor of Elections conduct the election; delegating certain duties to the Supervisor; and providing for the delegation of all canvassing duties to the County Canvassing Board.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNOUNCING THE DATE OF THE VILLAGE GENERAL ELECTION, ANNEXATION REFERENDUM ELECTION, AND RUN OFF ELECTION, IF NECESSARY; DESIGNATING VOTING LOCATIONS; REQUESTING THAT THE SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND HANDLE, CERTIFY AND CANVASS ALL BALLOTS, INCLUDING ABSENTEE BALLOTS; DESIGNATING THE CANVASSING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are four offices to be filled at the General Election to be held in the Village on March 19, 2024; and

WHEREAS, there are also three referendum questions to be considered by registered voters in separate annexation areas (Hidden Key/Portage Landing, Ellison Wilson Road, and Pirate's Cove and adjacent properties) on March 19, 2024, as set forth in Ordinance Nos. 2023-21, 2023-22, and 2023-23 ("Annexation Referendum Elections"); and

WHEREAS, through the adoption of Ordinance No. 2023-19 on October 12, 2023, the Village Council moved the date of the Village 2024 General Election from the uniform date established by Chapter 83-498, Laws of Florida (second Tuesday in March), to the date of the Presidential Preference Primary election (third Tuesday in March); and

WHEREAS, in accordance with the requirements of Chapter 83-498, Laws of Florida, the Florida Election Code and the Village Code of Ordinances, the Town Council wishes to: (1) formally announce the date of the General Election, the Annexation Referendum Elections, and the Run-Off Election (if necessary) and the voting locations; (2) request that the Palm Beach County Supervisor of Elections conduct the elections, certify the accuracy of the tabulation equipment, and handle, canvass, and certify all ballots, including absentee ballots; and (3) designate the Village's canvassing board.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The General Election for Village Councilmember Group 1 (two-year term), Group 3 (two-year term), Group 4 (one-year term) and Group 5 (two-year term) shall be held on Tuesday, March 19, 2024, with a Run-Off Election, if necessary, to be held on Tuesday, April 2, 2024. The elections for Group 1 and Group 4 will not be placed on the General Election ballot because only one candidate qualified.

Section 3. The precincts for the Village General Election shall be the same as those designated by Palm Beach County.

Section 4. The Village Council requests that the Palm Beach County Supervisor of Elections conduct the Village General Election, including the Run-Off Election, if necessary, and the Annexation Referendum Elections. The Supervisor of Elections shall conduct a Logic and Accuracy Test for the tabulation of all ballots, including absentee ballots, and the Village Clerk or her designee shall be present during such testing.

Section 5. The Town Council authorizes the Palm Beach County Supervisor of Elections to distribute, canvass, and certify all ballots for the Town General Election and Annexation Referendum Elections, including absentee ballots, in accordance with the Florida Election Code and the Town Code of Ordinances. The Town Council further delegates all canvassing duties, as defined by Florida Statute and the Florida Administrative Code, to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the Supervisor of Elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR

(Village Seal)

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH INFORMATION TECHNOLOGY

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Michael Applegate, IT Director

DATE: January 25, 2024

SUBJECT: **RESOLUTION – Approving the purchase of Dell laptop computers pursuant pricing established by State Contract at a total cost of \$77,151.55**

In 2014, Council directed Administration to move forward with the transition of North Palm Beach Police Department CAD, Dispatch and 911 services to the Palm Beach Gardens EOCC Dispatch Center a/k/a North County Dispatch Center. This transition required the purchase of laptop computers for each of our office for computer-aided-dispatch calls, running vehicle tags and writing incident reports. Due to FDLE requirements, each officer must authenticate with a unique certificate on his/her laptop for encrypted transmissions. The individual laptop assignment also provides each officer with his/her own secure repository for storage of reports. The current laptops have now been deployed for over 5 years and are no longer under warranty. Due to the demands of everyday police work, they are starting to fail.

During the 2023 budgetary process, funds were allocated to replace the current Dell laptops. After extensive research and product testing, the Information Technology Department recommends the purchase of 35 Dell Latitude 5430 ruggedized laptops. The new laptops will provide the Village's officers with a ruggedized platform including a touch screen monitor, built in mobile air card and GPS units for improved officer safety. The laptop also provides extended battery life and secure digital card slots for evidence retrieval out in the field. The Dell Latitude 5430 is designed to endure the demands of everyday police work. The total cost for the purchase is \$77,151.55.

Dell laptops are available to purchase pursuant to pricing established by Florida State Contract No. 43211500-WSCA-15-ACS. All state contracts are competitively bid.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police	A5711-35111	Computer Supplies	\$77,151.55

Recommendation:

Village Administration requests Council consideration and approval of the attached Resolution authorizing the purchase of 35 laptop computers from Dell Computers utilizing pricing established in Florida State Contract No. 43211500-WSCA-15-ACS at a total cost of \$77,151.55, with funds expended from Account No. A5711-35111 (Police – Computer Supplies), in accordance with Village purchasing regulations and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF THIRTY-FIVE DELL LAPTOP COMPUTERS AND RELATED EQUIPMENT PURSUANT TO PRICING ESTABLISHED BY STATE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is requesting the purchase of laptop computers for use by the Police Department to replace the current laptops that are no longer under warranty and starting to fail; and

WHEREAS, Village Staff recommends the purchase of thirty-five (35) Dell Latitude 5430 ruggedized laptop computers pursuant to pricing established in Florida State Contract No. 43211500-WSA-15-ACS (Computer Equipment, Peripherals, and Services); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of thirty-five five (35) Dell Latitude 5430 ruggedized laptop computers pursuant to pricing established in Florida State Contract No. 43211500-WSA-15-ACS (Computer Equipment, Peripherals, and Services). The total amount expended for this purchase shall not exceed \$77,151.55, with funds expended from Account No. A5711-35111 (Police – Computer Supplies).

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000170891442.1	Sales Rep	Justin Beecher
Total	\$77,151.55	Phone	(800) 456-3355, 6181554
Customer #	53445438	Email	Justin_Beecher@Dell.com
Quoted On	Jan. 09, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 31, 2024		VILLAGE OF NORTH PALM BEACH
Contract Name	Dell NASPO Computer		501 US HWY 1
	Equipment PA - Florida		INFO SYSTEMS
Contract Code	C000000010853		NORTH PALM BEACH, FL 33408
Customer Agreement #	MNWNC-108 / 43211500-		
	WSCA-15-ACS		
Deal ID	24938533		

Message from your Sales Rep

This Quote Was NOT Requested I've included an example quote for some of my more popular systems this week. Please let me know if there are any projects or issues that I need to be engaged in, as I am here to be a resource for you. I look forward to speaking to and working with you directly. Please contact me at Justin_Beecher@dell.com if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Justin Beecher

Additional Comments

DELL BUSINESS CREDIT^: If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS; Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on September 26, 2022 through October 30, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS; Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Shipping Group

Shipping To

ACCOUNTS PAYABLE
VILLAGE OF NORTH PALM BEACH
501 US HWY 1
INFO SYSTEMS
NORTH PALM BEACH, FL 33408-4901
(561) 841-3356

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,204.33	35	\$77,151.55
Subtotal:			\$77,151.55
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$77,151.55
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$77,151.55

Maximize your new technology on day one

Dell ProDeploy Suite



Learn More

Shipping Group Details

Shipping To	Shipping Method
ACCOUNTS PAYABLE VILLAGE OF NORTH PALM BEACH 501 US HWY 1 INFO SYSTEMS NORTH PALM BEACH, FL 33408-4901 (561) 841-3356	Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged		\$2,204.33	35	\$77,151.55
Estimated delivery if purchased today: Jan. 30, 2024 Contract # C000000010853 Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	35	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	35	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	35	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	35	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	35	-
ME Lockout MOD - Manageability	631-ADED	-	35	-
8GB, 1x8GB, 3200 MHz DDR4 Non-ECC	370-AGTF	-	35	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	35	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	35	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	35	-
Intel AX210 WLAN Driver	555-BHCC	-	35	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	35	-
4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e), eSIM, AT&T, NMEA GPS port	556-BDVM	-	35	-
Hot surface warning label	389-ECGC	-	35	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	35	-
65W Type-C EPEAT Adapter	492-BCXP	-	35	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	35	-
E4 Power Cord 1M for US	537-BBBL	-	35	-
Setup and Features Guide	340-CXCE	-	35	-
Dummy Airbay Cover	325-BEIV	-	35	-
ENERGY STAR Qualified	387-BBPC	-	35	-
Custom Configuration	817-BBBB	-	35	-
Dell Applications for Windows 11	658-BFIP	-	35	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	35	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	35	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	35	-
Dedicated u-blox NEO GPS Card	540-BDCC	-	35	-

Additional USB-A rear port	590-TFHR	-	35	-
Additional TBT/Type-C port	325-BEJZ	-	35	-
Rigid handle	750-ADPK	-	35	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	35	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	35	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	35	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	35	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	35	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	35	-

Subtotal:	\$77,151.55
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$77,151.55

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

PARTICIPATING ADDENDUM

to the

NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-108

Dell Marketing, L.P.

And

The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS

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1. Scope: The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-108. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Dell Marketing, L.P. (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. Order of Precedence:
In the event of a conflict, the following documents shall have priority in the order set forth below:
 - a. This Participating Addendum
 - b. Exhibit 2, PUR 1000
 - c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-108.
4. Participating State Modifications or Additions to Master Agreement:
 - A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

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Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:

- a. PUR 1000 Form:, General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2.
- b. Discriminatory Vendors. A vendor placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
- c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Participating State.
- d. Vendor Registration and Transaction Fees: In order to complete any transaction between an eligible user and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
- e. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
- f. Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes,

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ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

- g. Additional Eligible User Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. Public Records: The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to public agency in a format that is compatible with the information technology systems of the public agency

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- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
- B. Contract Document: This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.
- C. Intellectual Property: The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, any intellectual property developed as a result of this Addendum will belong to and be the sole property of the Participating State. This provision will survive the termination or expiration of the contract.
- D. Employment Eligibility Verification: Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- E. Price List/Preferred Price: The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- F. Scrutinized Company List: In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized

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Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.

- G. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.
1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for eligible users to use for product and/or service inquiries and purchases, as well as, the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Master Agreement; and
 - b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.
 2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.
- H. Electronic Invoicing: The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP) within ninety (90) days from Addendum effective date. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below:
1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
 2. EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

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3. PO Flip via AN

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

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

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- I. Contract Quarterly Reports: The Contractor shall submit a Quarterly Report in the required format electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

- J. Business Review Meetings: The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor

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shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.

- K. Commitment to Diversity in Government Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Office of Supplier Diversity spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Addendum.

- L. Resellers/Partners: The Contractor may use resellers/partners in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees),

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including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

M. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name	Diane Wigington
Address	Dell Marketing, L.P. One Dell Way, Mailstop 8707, Round Rock, TX 78682
Telephone	512-728-4805
E-mail	Diane_Wigington@dell.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

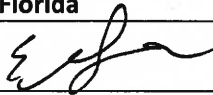

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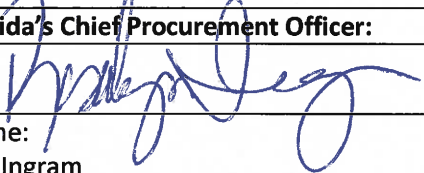
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Dell Contract Code WN08AGW
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Participating State: Florida	Contractor: Dell Marketing LP
By: 	By: 
Name: Erin Reed	Name: Lauren D. Newberry
Title:	Title: Contracts Consultant
Date: 9-7-15	Date: 8/14/2015

Florida's Chief Procurement Officer:
By: 
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date: 9/2/15

Please email fully executed PDF copy of this document to PA@naspoaluepoint.org to support
documentation of participation and posting in appropriate data bases.

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N. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: Florida	Contractor: {Insert Vendor Name Here}
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Florida's Chief Procurement Officer:
By:
Name: Roz Ingram
Title: Director of State Purchasing and Chief Procurement Officer
Date:

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

State of Florida
PUR 1000
General Contract Conditions

Contents

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.



CONTRACT AMENDMENT NO.: 7

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment, Peripherals, and Services

This Amendment to the Alternate Contract Source No. 43211500-WSCA-15-ACS Participating Addendum ("Contract") to the State of Minnesota Master Agreement No. MNWNC-108 ("Master Agreement") is made by the State of Florida, Department of Management Services ("Department") and Dell Marketing L.P. ("Contractor"), with its principal place of business located at One Dell Way, Mailstop RR1-33 Legal, Roundrock, Texas 86682, collectively referred to herein as the "Parties.

WHEREAS the Parties entered into the Contract which became effective on September 3, 2015, for the provision of Computer Equipment, Peripherals, and Services;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the Contract; and

WHEREAS the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost-effective and the best value to the state.

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

I. Contract Extension. The Contract is amended to extend the term for a period of three months, pursuant to the same terms and conditions set forth in the Contract and any written amendments thereto, with a new expiration date of January 31, 2024.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

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

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

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



CONTRACT AMENDMENT NO.: 7

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment, Peripherals, and Services

State of Florida:
Department of Management Services

By: DocuSigned by:
Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 10/28/2023 | 10:46 AM EDT

Contractor:
Dell Marketing, LP

By: DocuSigned by:
Ana Pitti
A7B30E44923644F...

Name: Ana Pitti
Title: Paralegal Senior Analyst
Date: 10/27/2023 | 10:57 AM EDT

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: January 25, 2024

SUBJECT: **RESOLUTION – Increasing the FY 2024 blanket purchase order issued to Flying Scot, Inc. for sidewalk removal and replacement to from \$100,00 to \$200,000**

During the fiscal year 2024 budgetary process, a total of \$200,000 was set aside for sidewalk removal and replacement utilizing Infrastructure Surtax dollars.

Through the adoption of Resolution No. 2023-95 on November 15, 2023, the Village Council approved the issuance of a blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement for \$100,000, utilizing pricing established in an existing City of Palm Beach Gardens Contract:

City of Palm Beach Gardens contract number ITB2020-124PS, executed on November 25, 2020. This contract received thirteen (13) bidders on miscellaneous Public Works Projects, and Flying Scot, Inc. was determined to be the lowest qualified bidder for sidewalk repair.

Village Staff is requesting an increase in the total amount allocated to Flying Scot from \$100,000 to \$200,000. This additional funding will enable Staff to address more locations and further contribute to the safety, accessibility, and aesthetic improvement of our community.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	I7321-66210	Construction & Major Renovation	\$200,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2024 blanket purchase order to Flying Scot Inc. to \$200,000, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens Contract in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA INCREASING THE BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REPAIR UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT FROM \$100,000 TO \$200,000; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders issued to a single vendor in excess of \$25,000; and

WHEREAS, through the adoption of Resolution No. 2023-95 on November 15, 2023, the Village Council approved the issuance of a blanket purchase order for sidewalk removal and replacement in the amount of \$100,000 to Flying Scot Inc., utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS); and

WHEREAS, Village Staff has requested an increase in the amount of purchase order to \$200,000 for Fiscal Year 2024; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby increases the amount of the blanket purchase order issued to Flying Scot Inc. for sidewalk removal and replacement during Fiscal Year 2024 to \$200,000, utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS), with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK