



**Budget Amendment Form**

<b>Department :</b> Street Maintenance	<b>Date :</b> 5/14/2024
<b>Fund(s) to be changed:</b> Street Maintenance Fund/General Fund	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
<a href="#">112.18.541.6320</a>	Landscape Improvements	SMF#24-06	\$ 29,612.52	
<a href="#">112.00.381.3801</a>	Transfer from General Fund			\$ 29,612.52
<a href="#">001.19.519.9112</a>	Transfer to Street Maintenance Fund		\$ 29,612.52	
<a href="#">001.00.389.3890</a>	Appropriation of Fund Balance			\$ 29,612.52
<b>TOTAL (Columns must be equal)</b>			<b>\$ 59,225.04</b>	<b>\$ 59,225.04</b>

**Description:**

Transfer from General Fund \$29,612.52 to the Street Maintenance Fund for the Median Uplighting & Electrical Project SMF#24-06 (New).



**NORTH BAY VILLAGE**  
EST. 1945

## North Bay Village Recommendation Memorandum

**ITEM NO. 11.F**

**DATE:** May 14, 2024

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

**FROM:** Marlon Lobban, Public Works Director

**SPONSORED BY:**

**SUBJECT:** A Resolution Approving \$29,612.52 for Gozlan Electric, LLC for Installation of Up-Lights in the Kennedy Causeway Median - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE, MBA)

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### **RECOMMENDATION**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED \$29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

It is recommended that the Village Commission approve an agreement with Gozlan Electric, LLC to Furnish and Install 12 Up-Lights in the Kennedy Causeway Median in the Amount of \$29,612.52.

### **BACKGROUND AND ANALYSIS**

In line with the NBV100 Master Plan, a primary focus is the enhancement of median landscaping along the Kennedy Causeway within the Village's boundary limits. Last October, the Village successfully secured a \$100,000 Florida Department of Transportation (FDOT) Beautification Grant, ranking first in the state, to support this endeavor.

As a result, the Village procured up-lighting equipment and cables for existing palm trees, to be installed along the medium of the Causeway's 1600 block.

In 2022, the Village engaged Curtis & Rogers to design and obtain permits for various landscaping enhancements, including the installation of nine (9) royal palms, relocation of

three (3) palms, and planting of over 4,500 perennial peanut plants and 2,000 green island ficus plants. Additionally, upgrades to the Village's irrigation system along the causeway were incorporated into the project. By early 2023, the Village obtained FDOT permits and completed installation by September 2023.

To maintain consistency in median aesthetics, the Commission requested up-light installation for the newly planted palms. The original vendor/distributor which supplied the lights in 2022, was a certified vendor of the up-light manufacturer IDesign, located in Germany but is now longer in business, prompting staff to explore alternatives. Staff attempted to find another local IDesign certified vendor/distributor to supply the additional up-lights with no success. Staff also reached out to the manufacturer IDesign via email for contact with other certified vendors/distributors but received no response.

Gozlan Electric was able to locate a 3rd party product comparable to IDesign, and compatible with the existing IDesign electrical and power system. Staff also received three quotes for the installation of the 3rd party lights, along with necessary cables and conduits. Gozlan Electric provided the lowest estimate for material and installation in the amount of \$29,612.52.

**BUDGETARY/FINANCIAL IMPACT (Finance Dept.)**

Transfer from General Fund Appropriation of Fund Balance (001.00.389.3890) \$29,612.52 and transfer to the Street Maintenance Fund Median Uplighting & Electrical Project SMF#24-06 (112.18.541.6320).

**PERSONNEL IMPACT**

NONE

**ATTACHMENTS**

[Resolution Approving Up Lighting from Gozlan 2024.DOCX](#)  
[Rso Exhibit A - Agreement Gozlan Up Lighting Electrical Serv.docx](#)  
[Exhibit B - Gozlan Material and install uplighting quote.pdf](#)  
[EXHIBIT A. Gozlan Install Quote.pdf](#)  
[EXHIBIT B. Fuse Electric Install Quote.pdf](#)  
[EXHIBIT C. Klean Electric Install Quote.pdf](#)  
[EXHIBIT D. Gozlan material quote.pdf](#)  
[Exhibit B. BA- Median Uplighting & Electrical Project.pdf](#)



**RESOLUTION NO. 2024-036**

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED \$29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, North Bay Village (the "Village") desires to install up lighting and required electrical service at the base of twelve (12) palms located on the medians of Kennedy Causeway (the "Work"); and

**WHEREAS**, Village Staff requested quotes from electrical service contractors and received three (3) quotes for the Work; and

**WHEREAS**, Gozlan Electric, L.L.C. (the "Vendor") provided the lowest quote for the Work, which is attached hereto as Exhibit "B" (the "Quote"); and

**WHEREAS**, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

**WHEREAS**, the Village Commission finds that it is in the Village's best interest to approve the purchase of the Work consistent with the Vendor's Quote; and

**WHEREAS**, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve an agreement with the Vendor, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), for the Work consistent with the Quote attached hereto as Exhibit "B" in an amount not to exceed \$29,612.52; and

**WHEREAS**, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

**WHEREAS**, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

**WHEREAS**, pursuant to Section 35.21 of the Village Code of Ordinances and



Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this Resolution, by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein; and

**WHEREAS**, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Village Commission hereby approves the Agreement and Quote attached hereto as Exhibits "A" and "B" for the Work from the Vendor.

**Section 3. Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed \$29,612.52, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

**Section 4. Amending Budget.** That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

**Section 5. Implementation.** That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

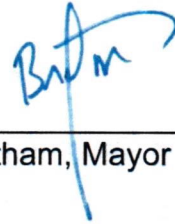
**Section 6. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Mayor Latham and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>

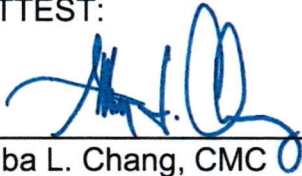
Commissioner Rachel Streitfeld Yes

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of May, 2024.



\_\_\_\_\_  
Brent Latham, Mayor

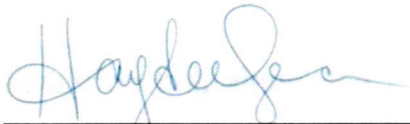
ATTEST:



\_\_\_\_\_  
Alba L. Chang, CMC  
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
Village Attorney

**EXHIBIT "A"**

**UP LIGHTING AND ELECTRICAL SERVICES AGREEMENT**

**BETWEEN**

**NORTH BAY VILLAGE**

**AND**

**GOZLAN ELECTRIC, L.L.C.**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the "Village") and **GOZLAN ELECTRIC LLC**, a Florida limited liability company (hereinafter, the "Contractor").

**WHEREAS**, the Village desires to install up lighting and required electrical service at the base of twelve (12) palms located on the medians of Kennedy Causeway (the "Services"); and

**WHEREAS**, the Contractor will perform services on behalf of the Village, all as further set forth in the Proposal dated March 11, 2024, attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS**, the Village and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

**1. Scope of Services.**

**1.1.** Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

**1.2.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**2. Term/Commencement Date.**

**2.1.** The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8.

**2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.



**3. Compensation and Payment.**

3.1. Compensation for Services provided by Contractor shall be in accordance with the Quote attached hereto as Exhibit "A."

3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subcontractors.**

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities; Representations and Warranties.**

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

## 7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

## 8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## 9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.



9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: .

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the



Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

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

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

**12. Indemnification.**

**12.1.** Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN**



**OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 27. Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 28. Most Favored Nation.** If during the term of this Agreement, Contractor enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Contractor shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Contractor shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.
- 29. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

**30. Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: .

**31. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**31.1.** First Priority: Base Agreement;

**31.2.** Second Priority: Exhibit A - Quote

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



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**NORTH BAY VILLAGE**

By: \_\_\_\_\_  
Dr. Ralph Rosado, Ph.D., AICP  
Village Manager

Attest:

By: \_\_\_\_\_  
Alba L. Chang, CMC  
Village Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**

North Bay Village  
Attn: Dr. Ralph Rosado, Ph.D., AICP  
Village Manager  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141  
305-758-7171 (telephone)  
rosado@nbvillage.com (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
North Bay Village Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**GOZLAN ELECTRIC, L.L.C.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

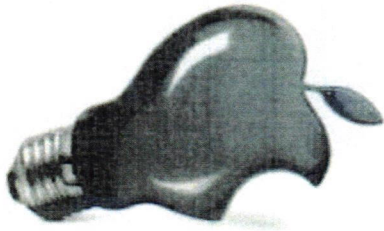
- \_\_\_\_\_  
Personally known to me; or
- \_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_  
Did take an oath; or
- \_\_\_\_\_  
Did not take an oath

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Scope of Services are those contained in the Quote dated March 11, 2024, attached hereto and incorporated herein by reference.



EXHIBIT "B"



**Gozlan Electric LLC**

Lic EC13009167

Business Number 305-796-3873

3960 N 38th Ave

Hollywood FL 33021

www.gozlanelectric.com

roygozlan@me.com

ESTIMATE

EST2255

DATE

03/11/2024

TOTAL

USD \$29,612.52

TO

**North Bay Village**

1666 John F Kennedy Cswy #300

North Bay Village , FL 33141

P.O Number 008685

pwdocuments@nbvillage.com

DESCRIPTION	RATE	QTY	AMOUNT
Install and set all cables for new tree light setups , install brand new inch and a quarter conduit PVC in trench provided by city workers, wires and assemble LED,DMX lights supplied by client	\$1,350.00	12	\$16,200.00
Materials : new outdoor DMX cables for power and light signal a set of 12 of each tree	\$2,367.00	1	\$2,367.00

DESCRIPTION	RATE	QTY	AMOUNT
IP65-rated RGBAW+UV LED wash light providing Red, Green, Blue, White, Amber, Ultraviolet, DMX512 Fixture Type PAR Light Source 12x Color/UV LED - 120 W / 512 mA Expected Lamp Life 50,000 Hours Colors Red, Green, Blue, White, Amber, Ultraviolet Photometrics 98 fc / 1052 Lux at 16.4' / 5 m Lumen Output 4532 Lumens Beam Angle 22.2°	\$920.46	12	\$11,045.52
TOTAL			USD \$29,612.52

Following are not included: Any Permit fees, Permit procedures, all trims, dimmers, antenna wire, Smoke detectors, Telephone wire, Data Wire, Alarm wire, Audio wire, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc. Owner to Obtain permit, Garbage pick up or used parts removal from property, any Roof Work, any Drywall patching, all furniture in the way of proposed work are responsibility of owner and shall be moved by owner. All fixtures or materials purchased are covered under a one year warranty, afterwards owner is responsible to deal with manufacture directly.

All prices are good for 14 days, and are based on Stocked items only quoted on date of estimate. If work is started or deposit is given, and materials are not in stock or backordered, price adjustment will be applied to this estimate if prices are higher to get materials

Any fees for documents or certificates from county or state are not included

Any modification/addition/connection to our original installation via circuitry/box connection/breaker/wires after permit is finalized will void, any warranty or guarantee on our labor or work

Any outside contractor working on any electrical work during our permit, or after our permit is closed, so avoid any warranty or guarantee on our labor