



NORTH BAY VILLAGE

INVITATION TO BID

No. 2026-002

Villagewide Landscape Maintenance

VILLAGE COMMISSION

Rachel Streitfeld, Mayor

Goran Cuk, Vice Mayor

Doris Acosta

Richard Chervony

Andy Daro

VILLAGE MANAGER

Frank Rollason

VILLAGE CLERK

Alba L. Chang, CMC

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.



NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION	
Solicitation Number:	ITB 2026-002
Solicitation Name:	Villagewide Landscape Maintenance Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "ITB") at https://northbayvillage-fl.gov/bids-rfps/ or through the Onvia DemandStar portal (www.demandstar.com). The ITB contains detailed information about the scope of work/services, submission requirements, and selection procedures.
Solicitation Scope:	North Bay Village is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to perform landscape maintenance services on Village owned properties and Right of Ways (ROW), in accordance with the terms, conditions, and specifications contained in this solicitation.
Pre-Bid Meeting (non-mandatory):	September 1, 2026, at 10:30 a.m. at North Bay Village City Hall, 1666 79th Street CSWY, Suite 101, North Bay Village, FL 33141. All Respondents planning to submit bids are encouraged to attend this meeting.
Written Questions Deadline:	September 15, 2026, at 3:00 p.m. is the deadline for any questions, requests for information, or clarification pertaining to this solicitation, which must be made in writing to: Village Clerk, Email: procurement@nbvillage.com .
Solicitation Closing:	October 6, 2026, at 2:00 p.m. Bids must be submitted electronically at www.demandstar.com . Bids received after the deadline will be returned unopened. Respondents are responsible for ensuring that their bid is received by the deadline.
Proposals Opening:	October 6, 2026, at 2:00 p.m. via Zoom. Meeting ID: 849 2150 5353 Passcode: 124578 Bids will be opened publicly.
Anticipated Award Date	October 20, 2026, at 6:00 p.m. at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida and via Zoom. The Village reserves the right to delay or modify any of the above-noted dates and will notify Respondents of changes.
Cone of Silence:	Pursuant to §38.18 of the Village Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning ITB's, RFQ's or Bids. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. Further information on the procedures relating to the Cone of Silence can be found in the solicitation documents.
DemandStar Registration:	Register with DemandStar to receive notifications pertaining to this solicitation. All notices and any addenda will be made available through DemandStar. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this solicitation once posted to DemandStar.
Contact Information:	1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 Telephone: 305-756-7171 / Email: procurement@nbvillage.com
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

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SECTION 1
INTRODUCTION, BID SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, is soliciting bids to provide Landscape Maintenance Services (the “Work” or “Services,” as further defined herein). The Village hereby requests bids for the selection of one or more firms (individually and collectively, the “Contractor” or “Bidder”) to provide the Services, as set forth in greater detail in Section 2 of this ITB.

The Village intends to award a contract to the selected Contractor for the Services described in this ITB for a five (5) year term, with no renewal terms.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of ITB (Cone of Silence Begins) ITB Available on DemandStar (www.DemandStar.com) and www.northbayvillage-fl.gov	August 24, 2026	Day Of
2	Non-Mandatory Pre-Bid Meeting	September 1, 2026	10:30 AM
3	Closing Date for Bidder Questions	September 15, 2026	3:00 PM
4	Village’s Answers to Questions by Bidders	September 22, 2026	3:00 PM
5	Bids Due & Opened (via virtual meeting on Zoom)	October 6, 2026	2:00 PM
6	Village Staff Member’s Review of Bids for Responsiveness	October 7, 2026	8:00 AM
7	Village Manager Issues Recommendation to Commission	October 20, 2026	6:00 PM
8	Commission Meeting to Award ITB to Contractor(s) and Approve Agreement(s)	October 20, 2026	6:00 PM

1.3 GENERAL BID INSTRUCTIONS; SUBMITTAL DEADLINE

All Bids must be received by October 6, 2026 at 2:00 PM EST via Demandstar E-bidding upload. Bids received after the due date and time will not be considered.

All Bids received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above. All Bids received after that time shall be returned, unopened.

1.4 BID REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Bidders shall submit a Bid that includes all of the following information/documentation, appropriately tabbed, in this exact order (“Bid”). Failure to do so may render a Bid as non-responsive.

Tab A. Cover Page: A cover page with Contractor’s business name, address, and telephone number; name and all contact information for individual that will serve as “Project Manager,” a primary liaison between the Contractor and the Village; date; and subject “**Bid for ITB No. 2026-002 for Villagewide Landscape Maintenance.**”

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Bid, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this ITB.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Contractor, the Contractor's commitment to the Village, an understanding of the work to be performed and the aspects of the bid.

Tab D. Base Bid Form. Submit a signed, firm, fixed fee for providing Services for the term of the contract.

Tab E. Firm's Qualifications. Contractors interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Contractor must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Contractor shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Contractor must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.
3. Contractor must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Contractor must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Contractor shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Contractor. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

Tab F. Project Team/Personnel Qualifications. The Bidder must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. The Key Staff, including any key subcontractors, (the "Project Team") working on the Project and/or providing the Services must have prior experience within the past ten (10) years of providing similar services.
3. Provide an organizational chart showing reporting structure for the Project Team.

Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.

For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subconsultant on the project in total.

Tab G. Insurance. Bidder must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this ITB or a commitment from an insurance company that such insurance coverage may be obtained by the Bidder prior to entering into an agreement with the Village. The successful Bidder(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the insurance coverage requirements set forth in this ITB, which are also set forth in the form of Agreement attached to this ITB.

The Village may require higher limits of insurance or additional coverage if deemed necessary.

Tab H. Performance and Payment Bonds. The Bidder must submit a notarized letter from its surety guaranteeing that if the Bidder is awarded a contract, the surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) the surety will provide to the Bidder. The Surety shall also guarantee that it will issue Performance and Payment Bonds as required by the Village in this ITB. Failure to submit the Surety Guaranty letter with the Bid shall render the Bid nonresponsive. The Village shall be the sole judge in determining bonding capacity.

Tab I. Bid Bond/Bid Security. Each Bid must be accompanied by a bid bond or bid security in the form of a certified or cashier's check, in an amount of \$10,000 or five percent (5%) of the proposed base bid amount, whichever is higher, in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Village and provided by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 90 days from the bid submission date. The bid bonds/bid securities for all unsuccessful Bids shall be returned after the 90-day period. The purpose of the bid bond/bid security is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The bid bond/bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Village may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Village. If the Village Manager has waived the requirement for bid bond/bid security, the Village shall select this box: ☐.

Tab J. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab K. References: Three (3) letters of references shall be submitted as part of the Bid, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

1.5 EVALUATION AND AWARD OF CONTRACT.

Award shall be made by the Village Commission to the lowest, most responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the Village and whose Bid complies with the requirements of this ITB.

The Responsive Bidder is a person that has submitted a bid which conforms in all material respects to the ITB, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Bidder"). A member of Village Staff shall review and evaluate the Bids submitted to ensure that the minimum requirements of the ITB have been met. The Village Manager or designee may reject those Bids that do not meet the minimum requirements of the ITB.

The Responsible Bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the Village may also consider previous contracts with the Village, past performance and experience with other contracts, compatibility of the project team with Village personnel, and any other criteria deemed relevant by the Village. The Village Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Bidder and the Village Manager is satisfied that the Bidder is qualified and has the necessary organization, capital and equipment to carry out the required to perform the services or work set forth in this ITB within the specified timeframes.

If the Village accepts a Bid, the Village will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the Village may, at the Village's sole option, award the contract to the next lowest, responsive, and responsible bidder or reject all bids or re-advertise the Work. The Village reserves the right to withhold issuance of an award until the Successful Bidder has presented a signed original of the contract or purchase order along with any other required documents to the Village. No award shall be deemed final until the parties have fully executed the agreement(s) or purchase order(s) issued by the Successful Bidder, and if required, approved by the Village Commission.

Award of any bid is conditional upon the Village having funding to implement the agreement. The Village reserves the right to reject any or all bids which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Contractor.

END OF SECTION 1

SECTION 2.
WORK/SERVICES NEEDED BY THE VILLAGE

2.1 SCOPE OF WORK/SERVICES

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the Services:

2.1.1 Reporting and Supervision

Maps with descriptions of all sites to be maintained can be found in Exhibit "C". The awarded contractor shall be responsible for providing the Public Services Director or designee with a monthly schedule for all services, this schedule is due within 5 days of the beginning of each month. Village reserves the right to direct changes to the schedule. The Public Services Director or designee shall be notified by 10am on the day of any changes in the schedule and shall be provided with a revised schedule by the end of that day. Within 48 hours of performing any services, the awarded contractor shall be responsible for providing the Public Services Director or designee with a written report outlining any deficiencies (i.e., irrigation not operating, any dead or dying trees or hedges, etc.) found by the contractor that are the responsibility of the Village to repair or replace.

Contractor shall designate a Project Manager that oversees all operations and act as the Village's main contact. The Project Manager must be responsive to the Village at all times while Contractor is working within the Village. Contractor's Project Manager must be fluent in speaking, reading, and writing in English.

All equipment utilized by the Contractor shall be OSHA compliant, disabling or removal of manufacturer provided safety devices, shields, guards, etc. is strictly prohibited. If equipment does not have proper safety devices and/or is being operated in an unsafe manner, the Village may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Village.

All work performed in ROW must be MOT certified, and proper personal protection equipment is to be worn by all personnel. All required MOT supplies such as, but not limited to, arrow boards, warning signs, and cones for traffic control and worker/public safety shall be provided by the contractor.

2.1.2 Village Ordinances regarding excessive noise and leaf blowers. The Contractor must comply with all applicable federal, state, and local laws, including specifically the following provisions in the Village Code of Ordinances relating to noise and leaf blower usage.

§ 96.02 - Noise; unnecessary and excessive noise prohibited.

It shall be unlawful for any person to make, continue or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive,

unnecessary or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:

(J) Power tools and landscaping equipment.

(1) The operation of residential noise-producing lawn mowers, lawn edgers, weed trimmers, blowers, chippers, chain saws, power tools and other noise-producing tools between the hours of 8:00 p.m. and 8:00 a.m. on weekdays, and 8:00 p.m. and 9:00 a.m. on weekends and national holidays.

(2) The operation of commercial noise-producing lawn mowers, lawn edgers, weed trimmers, blowers, chippers, chain saws, power tools and other noise-producing tools between the hours of 7:00 p.m. and 8:00 a.m. on weekdays, and 7:00 p.m. and 9:00 a.m. on Saturdays. No commercial operations shall be permitted on Sundays or national holidays.

§ 105.02 - Regulations on the use of leaf blowers.

The use of gas-powered leaf blowers by commercial property owners and multi-family properties is prohibited within the Village. Battery- and electric-powered leaf blowers may be used within the Village, consistent with the regulations set forth in Section 96.02 of the Village Code. Commercial property owners and landscape maintenance companies are encouraged to operate leaf blowers in a manner that reduces noise generated by the equipment, including, without limitation, by not continuously running equipment and by using equipment that operates at a low decibel range (i.e. 65 dB or less). The regulations set forth in this Chapter shall also apply to private use of gas-powered leaf blowers by single family owners or occupants.

2.1.3 Lawn Maintenance

The lawn maintenance frequency of services shall be 26 cuts per year (every 2 weeks). Any additional cuts beyond that amount shall only be authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted lawn maintenance rate. Lawn maintenance shall consist of turf mowing, edging, weed-eating, debris removal, and limited tree/palm canopy care.

2.1.3.1 Turf Mowing

Contractor shall maintain the contractually covered grass areas as outlined in the maps provided at every service. Mowing heights shall be at the proper industry standards for the grass type and shall not exceed 4 inches at any time or lower than 2.5 inches.

Upon arrival at a job site, the Contractor shall immediately survey the lawn area to remove all litter, glass, rocks, dead foliage, fallen limbs, and other debris that potentially become projectiles if engaged by a mower. In cases of illegal dumping (mattresses, construction debris, etc.) the contractor shall immediately notify the Village for removal.

Section 2. Services

In addition, the irrigation valve boxes shall be located by the Contractor prior to mowing. Any valve or valve box damage resulting from turf mowing shall be the responsibility of the Contractor.

All mowed grass clippings shall be blown away from mulched landscape or the Contractor risks total mulch replacement within the landscape beds at the cost of the Contractor. Debris shall not be blown into the streets or drainage structures. All mowed grass clippings shall be blown from the roadway back into the adjacent median or swale grass areas.

2.1.3.2 Edging

Edging shall be completed at a 90° along all sidewalks, curbs, asphalt, road and street edges, drainage structures, electrical/water/irrigation boxes, tree rings, and landscape beds during every lawn maintenance service. Proper edging can only be performed by hard edgers, string trimmers shall not substitute for a hard edger. Chemical edging with the use of a non-selective herbicide shall not be acceptable. If the Contractor performs chemical edging, the Contractor is responsible for the cost of the removal and replacement of any and all damaged plant and sod material.

2.1.3.3 Weed-eating

Weed-eating shall be performed around all fixed objects exposed in the turf areas to include but not limited to all irrigation heads, poles, posts, fence lines, trees, palms, curbs, sidewalks, and building exteriors during every lawn maintenance service. Weed eating shall only be performed with a string trimmer. Proper use of non-selective herbicides may be permitted in some cases and must be pre-authorized by the Public Services Director or designee. Contractor is responsible for the cost of the removal and replacement of any damaged plant material caused by the incorrect use of non-selective herbicides.

Contractor shall perform manual and/or chemical weeding around trees and inside landscape beds, string trimmers are not permitted. Tree suckers shall be removed at the time of each service as they grow using proper ANSI tree care practices and proper equipment, not weed-eaters. Herbicides shall be used to establish reasonably sized tree rings to prevent tree trunk damage from string trimmer use. Landscape beds shall be weeded by appropriate manual and/or chemical control. If a Contractor uses string trimmers inside tree rings and/or landscape beds and permanently damages the plant material, the Contractor is responsible for full replacement value of that plant material.

2.1.3.4 Weed control in curbs and sidewalks

Contractor shall chemically control all weed and grass growth in the curbs, sidewalks, and paver sections for all areas maintained.

ROW sections where the contractor does not maintain the swale, but there is a curb or curb/sidewalk combination directly abutting the road's edge, the contractor shall chemically control the weed and grass growth in the sidewalk and or curb.

2.1.3.5 Landscape Debris Removal

Debris removal shall be completed during every lawn maintenance service. After mowing, edging, hedge trimming, palm and tree pruning, and weed-eating components are completed the Contractor shall remove all resultant plant material from hard surfaces, around tree rings, inside landscape beds, and against buildings. Debris shall not be blown into the streets or drainage structures. All grounds maintenance debris generated by the mowing operation shall be removed, by vacuuming, raking, or other similar means from streets, sidewalks, walkways, curbs, and grounds immediately following each service and shall be properly disposed at the Contractor's expense.

Contractors shall make themselves aware of immanent rain events while working on site to make sure that all debris is removed from all hard surfaces before the rain begins in order to reduce the slip and fall risk.

2.1.4 Shrub and Hedge Maintenance

Contractor shall provide 12 shrub and hedge maintenance services per year (once per month). Any additional cuts beyond that amount shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted shrub/hedge maintenance rate. The shrub and hedge maintenance consists of weed control and trimming. All debris and hedge trimmings shall be removed from the site by the contractor on the day of service, no hedge trimmings are permitted to be blown into the hedge beds or ROW. Contractor shall remove all miscellaneous debris on the ground including trash, rocks, leaves, and other items.

Contractor shall use a combination of manual and chemical control to remove all weeds inside landscape beds and street parking bulb-outs during the service.

All shrubs and hedges shall be trimmed to industry standards during the service. Height shall be determined by the Director of Public Services or his designee.

2.1.5 Bi-weekly Tree and Palm Maintenance

Contractor shall provide the following during every lawn maintenance service.

2.1.5.1 Pruning shall conform to all ANSI standards in regard to tree pruning standards and worker safety.

2.1.5.2 Maintain a minimum lower canopy height for both trees and palms of 8 feet over designated pedestrian traffic walkways, and 14.5 feet over roadways, drives, and parking lots.

2.1.5.3 All vegetation obstructing posted signs and any unsafe tree or palm condition shall be resolved by the end of every lawn maintenance service.

2.1.5.4 Tree suckers shall be removed at the time of each service as they grow using proper ANSI tree care practices and proper equipment, not weed-eaters.

2.1.5.5 Removal of all seed pods and dead fronds that are within 18' of ground level from palms.

2.1.5.6 Areca palm stands shall be kept free of dead material and shall receive a detailed maintenance in the following manner: remove all seed pods, remove all dead palm fronds on the ground and inside the palm, remove all miscellaneous debris on the ground including trash, rocks, leaves, and other items.

2.1.5.7 All resultant debris shall be promptly removed and disposed by the Contractor.

2.1.6 Quarterly Royal Palm Tree Strapping and Trimming. Within 30 days of the start of this contract, the Contractor shall install Troy Belt straps (or equal as approved by the Public Works Director) to all Royal Palms in the ROW and at Village owned properties. Every three months thereafter, the contractor is to remove the straps, remove all dead palm fronds, and install a new strap.

2.1.7 Annual Tree and Palm Trimming. Contractor shall provide one villagewide hardwood tree and non-shedding palm tree (excluding Royals) trimming service annually, as scheduled in conjunction with the Village. Contractor shall follow all ANSI standards regarding tree pruning and worker safety. Any additional services beyond these single services shall be only authorized by the Director of Public Services or his designee and, upon acceptance, will be performed at the same contracted tree or palm trimming charge. Contractor shall have a Broward County Tree Trimmer License at the time of contract acceptance. All workers providing the actual pruning cuts must possess at least a Miami-Dade County tree trimmer training certificate when working. All resultant debris shall be promptly removed and disposed of by the Contractor.

Hardwood tree trimming shall be limited to the removal of no more than 25% of the individual tree canopy at any one time. Trimming priorities are as follows in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming of limbs at least 3' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure.

Palm trimming shall include the following standard practices but not limited to: seedpod removal, trimming of fronds 3' away from all structures, and removal of brown fronds that hang below a line parallel to the ground (9-3).

2.1.8 Orchids on Treasure Island. Contractor shall take due care to protect the orchids that have been placed on the Village's oak and black olive trees. Contractor is responsible for replacing any orchids that are damaged by contractor.

2.1.9 Irrigation Maintenance and Repairs. Contractor is responsible for the maintenance of the Village's irrigation systems. The contractor shall conduct a monthly inspection of the irrigation systems and perform a wet check to confirm proper coverage of all landscaping material. The contractor shall provide an itemized report listing repairs and replacements necessary to the Public Works Director or designee after each monthly inspection/wet check.

Contractor agrees that the Contractor shall repair any damages to the irrigation systems that were caused by the contractor. Contractor agrees that the Contractor is responsible for all sprinkler head and riser pipe maintenance, repairs and/or replacements. Any such repairs are at the Contractor's sole expense.

Contractor agrees that for all other irrigation repairs, such as those for water lines, wiring, controllers/timers, and backflow preventers, the Contractor shall charge the Village at a rate of \$55.00 per man hour for labor, \$55 per hour for heavy equipment (if needed), and cost plus 10% for materials and subcontractors. The contractor must provide the Public Works Director or designee with an estimate for repairs and receive notice to proceed before making repairs.

2.1.10 Landscape Debris Removal. Debris removal shall be completed during every maintenance service. After mowing, edging, hedge trimming, palm and tree pruning, and weed-eating components are completed the Contractor shall remove all resultant plant material from hard surfaces, around tree rings, inside landscape beds, and against buildings. Debris shall not be blown into the streets or drainage structures. All grounds maintenance debris generated by the mowing operation shall be removed, by vacuuming, raking, or other similar means from streets, sidewalks, walkways, curbs, and grounds immediately following each service and shall be properly disposed at the Contractor's expense.

Contractor shall make themselves aware of imminent rain events while working on site to make sure that all debris is removed from all hard surfaces before the rain begins in order to reduce the slip and fall risk.

2.1.11 Fertilization. Contractor shall provide fertilization application services using environmentally friendly fertilizer that is water body and animal friendly with zero-point penetration for Service Areas between May 1 and May 14 of each year, in accordance with the Miami-Dade County Fertilizer Use Ordinance. Specifically, the Contractor shall apply fertilizer as specified below:

- a. Grass - Contractor shall apply granular slow-release fertilizer containing NPK 24-5-11.
- b. Shrubs and ground cover- Contractor shall apply one (1) lb. of environmentally friendly (Village must approve before application) 8-10-10 fertilizer per one thousand (1,000) sq. ft., or equal as approved by the Director of Public Works of North Bay Village.

- c. Trees - Tree fertilization shall be done with one-half lb. of 6-6-6 or 8-10-10 environmentally friendly fertilizer per 1" caliper measured 24" above root ball. Contractor shall obtain approval of the fertilizer to be applied prior to application.
- d. Palms - Contractor shall conduct palm fertilization, as follows:
 - o Palms 4' -6' overall height - one-half lb. of improved Palm Special fertilizer per application.
 - o Palms 8'-12' overall height - one (1) lb. of improved Palm Special fertilizer per application.
 - o Palms 14'-50' overall height - three (3) lbs. of Improved Palm fertilizer per application.
- e. Seasonal - Contractor shall conduct fertilization of seasonal plants using Nutricote total seventy (70) day 13-3-13 fertilizer for each seasonal color planting, or equal as approved by the Director of Public Works of North Bay Village.
- f. Trace Element Deficiency - Shrubs and ground cover - If plants begin to show symptoms of chlorosis, drench root-ball area, as needed, Contractor shall apply Minor- gro Mix, 798-C, by Vigoro (or an approved equivalent} in accordance with manufacturer's instructions.

2.1.12 Hurricane and Storm Cleanup Immediately following any hurricane or windstorm related emergency, or other storm occurrence, the Contractor shall be readily available to supply up to three (3) work crews to perform cleanup and/or debris removal. Each crew shall consist of a minimum of two employees, one truck, and two chain saws. The contractor shall also provide as requested by the Public Works Director the following heavy equipment: wood chipper with chip box truck, dump trailer, compact skid steer or track loader, or combination backhoe. The Contractor shall charge the Village at a rate of \$55.00 per man hour for labor, \$55 per hour for heavy equipment (if needed), and cost plus 10% for materials, subcontractor's, and dump fees.

2.1.13 PROJECT TIMELINE

2.1.13.1 The work shall commence within 30 days from issuance of Village's Notice to Proceed, with an estimated start date of November 30, 2026.

2.1.13.2 This contract shall be for an initial five-year period with no renewal terms.

END OF SECTION 2

SECTION 3

GENERAL INFORMATION

3.1 GENERAL INFORMATION. The provisions provided in this Section 3 shall govern this ITB and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this ITB.

3.2 CONE OF SILENCE. Pursuant to Section 38.18 of the Village Code of Ordinances, a Cone of Silence is hereby imposed, prohibiting any communications between potential vendor, service providers, bidders, lobbyists, consultants, and Village staff and elected officials regarding this RFP. A Cone of Silence is established for all competitive selection processes for goods and services, protecting the procurement process from undue influences until a contract award recommendation is made.

This Cone of Silence is effective after the advertisement of competitive procurements is published on the Village's website or in a general circulation newspaper. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation

Specifically, the Cone of Silence prohibits:

- A. Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- B. Any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- C. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- D. Any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- E. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- F. Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- A. Communications with the Village Attorney and his or her staff;

- B. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- C. Any emergency procurement of goods or services;
- D. Communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Furthermore, the provisions of the Cone of Silence do not apply to: oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications communication with the Village Clerk.

Written communications or inquiries for clarification of process or procedure are allowed if directed to procurement@nbvillage.com. These must include the requester's contact information. Communications to other Village officials or employees are prohibited until the Cone of Silence is lifted.

Violations of the Cone of Silence are subject to the penalties provided under Section 38.18 of the Village Code and Section 2.11.1(t)(3) of the Miami-Dade County Code of Ordinances. Furthermore, violations of the Cone of Silence by Village employees may result in disciplinary actions, including dismissal. Those knowingly violating the policy are prohibited from serving on Village selection committees. Violations of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to the bidder or proposer voidable.

3.3 REQUESTS FOR INFORMATION/CLARIFICATION. The Village, independently or upon request, may furnish additional information related to this ITB so as to clarify any provision contained herein and/or to facilitate bids. The Village has made efforts to provide accurate and complete information in this ITB. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Bidders to assure that they have all information necessary for submission of their bids. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to procurement@nbvillage.com.

3.4 ADDENDA. If the Village finds it necessary to add to, or amend this ITB prior to the Bid submittal deadline, the Village will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Bid.

3.5 CERTIFICATION. By submitting a Bid to this ITB, the signer of the Bid declares that the person(s), firm(s) and parties identified in the Bid are interested in and available for providing the Services; that the Bid is made without collusion with any other person(s), firm(s) and parties; that the Bid is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Bid has full authority to bind the person(s), firm(s) and parties identified in the Bid. By submitting a bid, the Contractor shall certify that it has fully read and understood this ITB and the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

3.6 ECONOMY OF PREPARATION. Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's ability to fulfill the requirements of the ITB.

3.7 JOINT BIDS. In the event multiple Bidders submit a joint Bid in response to this ITB, a single Bidder shall be identified as the Prime Contractor. If offering a joint Bid, the Prime Contractor must include the name and address of all parties of the joint Bid. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may arise in connection with the Bid. Only a single contract with one Bidder shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other bidders participating or presenting at Village meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The Village shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Bidder shall remain responsible for performing Services associated with response to this Bid even if other participating bidders fail to perform any obligations required herein.

3.8 SUBCONTRACTING. If an awarded Bidder intends to subcontract any portion of the Services for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or for approval by the Village Manager or designee prior to use. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Village reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Bidder is further notified that all subcontractors must be properly licensed, insured, and shall be required to furnish the Village with a certificate of insurance that complies with the requirements of this ITB.

3.9 INTERVIEWS. The Village reserves the right to short list Contractors and conduct personal interviews or require presentations by any or all Contractors prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.10 BIDS BINDING; RETENTION AND WITHDRAWAL OF BIDS.

3.10.1 Bids Binding. All Bids submitted shall be binding upon the Bidder for 365 calendar days following opening.

3.10.2 Firm Pricing. If the Bidder is awarded an Agreement pursuant to this ITB, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Bid submitted in response to this ITB shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Bidder(s), which, unless otherwise provided herein, is one(1) year.

3.10.3 Bid Withdrawal. Bidders may withdraw their bids from consideration by the Village pursuant to this ITB by notifying the Village Clerk in writing at any time prior to the scheduled opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their

identity prior to withdrawing their bids from consideration by the Village pursuant to this ITB.

3.10.4 Retention of Bids. Bids, once opened, become the property of the Village. The Village reserves the right to retain all Bids submitted and use any ideas contained in any Bid, regardless of whether that Contractor is selected.

3.11 PUBLIC RECORDS. Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with bids shall become property of the Village and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed bids received by the Village pursuant to this ITB are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of bids, whichever is earlier. Furthermore, if the Village rejects all bids submitted in response to this ITB, such bids shall remain exempt if the Village provides notice of its intent to reissue this ITB, provided that such bids shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all bids and reissue the ITB.

Furthermore, Bidders are required to *identify specifically* any information contained in their Bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Bidder to compel production of public records relating to the Village's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Bidder has not complied with the request, to the Village and to the contractor.

3.12 IRREGULARITIES; RESERVATION OF RIGHTS. Bids will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all bids, reject a bid which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Bids received after the deadline provided in this ITB will not be considered.

3.13 The Village reserves the right to accept or reject any or all Bids, based upon its deliberations and opinions. In making such determination, the Village reserves the right to conduct a background investigation, including a criminal record check of the Bidder's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Bid.

3.14 Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.

3.15 LOBBYIST REGISTRATION. Bidder must comply with the Village's lobbyist regulations, including, but not limited to, Section 38.17 of the Village Code of Ordinances. Please contact the Village Clerk at (305) 365-5506 or villageclerk@nbvillage.com for additional information.

3.16 BID/PRESENTATION COSTS. The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this ITB, nor subsequent inquiries or presentations relating to its Bid.

3.17 LATE SUBMISSIONS. Bids received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Bids shall be decided in the favor of the Village. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The Village shall not be responsible for Bids received after the submittal deadline and encourages early submittal.

3.18 COMPLETENESS. All information required by this ITB must be supplied to constitute an acceptable and complete bid.

3.19 PERMITS, TAXES, LICENSES. The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.20 LAWS, ORDINANCES. The Contractor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

3.21 TERMS OF ENGAGEMENT; AGREEMENT. The selected Bidder(s) should be prepared to execute an agreement in substantially the form of the Agreement provided in Exhibit "A" to this ITB. The terms of the Agreement may be negotiated, at the Village's sole discretion, upon selection of Contractor.

3.22 COMPUTER AIDED DESIGN (CAD). If applicable, the selected Bidder will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.

3.23 INSURANCE. Contractor shall secure and maintain throughout the duration of this ITB and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Bidder shall provide a waiver of subrogation

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for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

3.23.1 Commercial General Liability Insurance 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.

3.23.2 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>

3.23.3 Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles. If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

3.23.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the Village depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

If Umbrella/Excess Liability Insurance is required, the Village shall select this box: ☐.

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3.23.5 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: ☐.

3.23.6 Builder's Risk Property Insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

If Builder's Risk insurance is required for this Project, the Village shall select this box: ☐.

3.23.7 Sexual Abuse & Molestation Liability Insurance for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the Village. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

If Sexual Abuse & Molestation Liability Insurance is required, the Village shall select this box: ☐.

3.24 Bonds. The selected Contractor must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Agreement, deliver to the Village the Bonds required to be provided by Bidder hereunder and the Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Village.

3.24.1 Performance Bond. If this provision is selected by the Village, the selected Contractor must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Village shall select this box: ☐.

3.24.2 Payment Bond. If this provision is selected by the Village, the selected Contractor must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the Village if the selected Contractor fails to make any required payments only. If a payment bond is required, the Village shall select this box: ☐.

3.24.3 Waiver of Bonds. If this provision is selected by the Village, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: ☐. If the requirement for a performance bond is waived, the Village shall select this box: ☐.

3.25 Indemnification.

3.25.1 Bidder 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 Bidder's performance or non-performance of any provision of this ITB, including, but not limited to, liabilities arising from contracts between the Bidder and third parties made in connection with this ITB. Bidder 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 Bidder's performance or non-performance of any provisions in this ITB.

3.25.2 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 ITB or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.25.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

3.25.4 The provisions of this section shall survive termination of this ITB.

3.26 BACKGROUND SCREENING REQUIREMENTS AND JESSICA LUNS福德 ACT. In accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, Miami-Dade County School Board Policies 6320 and 8475, as amended from time to time, all of the Village's contractors and subcontractors that provide or may provide services or work for the Village must complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board Policies prior to entering or providing services on behalf of the Village.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice.

3.27 MISCELLANEOUS PROVISIONS.

3.27.1 BID EXEMPT. Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

3.27.2 PROMOTIONAL PRICING. Bidder shall offer to the Village, during the Contract period, any item(s) offered on a “promotional” basis from the manufacturer. It shall be the successful Bidder’s responsibility to monitor said item(s) and report any that are or shall be offered at lower price.

3.27.3 DELIVERY. All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid. Unless the actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. Village Hall is located at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

3.27.4 ESTIMATED QUANTITIES. The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The Village reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.

3.27.5 BRAND NAMES. Use of a brand name, trade name, make, model, manufacturer, or Bidder catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase “or acceptable equal” is added. However, if a product other than that specified is bid, it is the Bidder's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

3.27.6 DELETION/OVERSIGHT/MISSTATEMENT. Any deletion, oversight or misstatement of specifications shall not release the Bidder from the responsibility of completing the services within the agreed upon time frame.

3.27.7 COPYRIGHTS OR PATENT RIGHTS. The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

3.27.8 DIRECT MATERIAL PURCHASES. The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

3.27.9 COOPERATIVE PURCHASING AGREEMENTS. All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the awarded Bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items

3.27.10 PERSONAL INJURY AND PROPERTY DAMAGE. The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

3.27.11 TRADE-NAMED ITEMS. When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a Bidder wish to have products evaluated for future solicitation consideration, please contact the Chief Financial Officer in writing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by the Chief Financial Officer

3.27.12 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES. In the event that services performed under this Agreement could be

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reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the Village and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Bidder's Bid:

FORMS

Form 1: Bid Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Base Bid Form

Form 13: Bid Security/Bid Bond (unless waived by the Village)

Form 14: Affidavit Attesting to Noncoercive Conduct for Labor or Services

Form 15: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern

Form 16: Statement of No Bid (if applicable)

EXHIBITS

Exhibit A: Form of Agreement

Exhibit B: Form of Payment and Performance Bonds

Exhibit C: Landscape Maintenance Locations Map

Exhibit D: NBV Community Park Civil Plan Set (Planting Reference Only)

FORM 1
BID CHECKLIST

- _____ Form 1: Bid Checklist
- _____ Form 2: Company Qualifications Questionnaire
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)
- _____ Form 4: Acknowledgment of Addenda
- _____ Form 5: Single Execution Affidavit
- _____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- _____ Form 7: Dispute Disclosure
- _____ Form 8: Key Staff and Proposed Subcontractors
- _____ Form 9: Reference Letters
- _____ Form 10: E-Verify Affidavit
- _____ Form 11: IRS Form W-9
- _____ Form 12: Base Bid Form
- _____ Form 13: Bid Security/Bid Bond (unless waived)
- _____ Form 14: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 15: Affidavit Regarding Prohibition on Contracting with Entities of Foreign
Countries of Concern
- _____ Form 16: Statement of No Bid (if applicable)

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Bidder's firm.

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

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Bid dated _____, 20____, on behalf of
the Entity and submit this Bid to North Bay Village, and this Entity and the
execution of this Certificate of Authority, attested to by the Secretary of
the Corporation, and with the Entity's Seal affixed, will be the official act
and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and all of the
pertinent circumstances respecting such Bid.
3. I am authorized to execute the Bid dated _____, and submit
this Bid to North Bay Village, and the execution of this Certificate of Authority, attested to by a
Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ NAME OF PROPOSING OR BIDDING ENTITY	By: _____ INDIVIDUAL'S NAME AND TITLE
_____ FEIN OF PROPOSING OR BIDDING ENTITY	Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor 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.

Bidder Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Bidder Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Bidder Initials

Scrutinized Companies

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.

3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Bid will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Bids.
6. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

Bidder Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Bidder Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

Bidder Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she 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 Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Contractor understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Bidder Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for North Bay Village.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Bidder hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Bidder's bid. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:
Address:
City, State Zip Code:
Contact Name:
Title:
Phone No:
Email:
Date of Service or Contract Period:
Location:
Summary of Services Performed
Governmental or Private
Dollar Value of Contract: \$

Reference No. 2

Company/Entity Name:
Address:
City, State Zip Code:
Contact Name:
Title:
Phone No:
Email:
Date of Service or Contract Period:
Location:
Summary of Services Performed
Governmental or Private
Dollar Value of Contract: \$

Reference No. 3

Company/Entity Name:
Address:
City, State Zip Code:
Contact Name:
Title:
Phone No:
Email:
Date of Service or Contract Period:
Location:
Summary of Services Performed
Governmental or Private
Dollar Value of Contract: \$

FORM 10
E-VERIFY AFFIDAVIT

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

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

By submitting a response to this ITB and signing below, the Bidder Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the bid IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 12 PRICE BID SHEET
VILLAGEWIDE LANDSCAPE MAINTENANCE

Part 1: Base Bid for Regular Service Items														
		2.2 Bi-weekly Lawn Maintenance		2.3 Monthly Shrub and Hedge Maintenance		2.4 Quarterly Royal Palm Maintenance		2.5 Annual Hardwood Tree and Palm Trimming		2.6.1 Irrigation Maintenance		2.7 Fertilization		
Line #	Location	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Totals
1	JFK Causeway Sections 1	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
2	JFK Causeway Sections 2	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
3	JFK Causeway Sections 3	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
4	Tresure Island Roads	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
5	NBV Dog Park	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
6	Ansin Family Park	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
7	Stormwater Park	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
8	Vogel Park	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
9	Community Center & Schonberger Park	\$ -	26	\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -
10	TIES Walkway			\$ -	12	\$ -	4	\$ -	1	\$ -	12	\$ -	1	\$ -

Part 2: Project Rates					
	Description	Unit Description	Estimated Qty	Unit Cost	Totals
1	Foreman	Per Hour	50	\$ -	p
2	Laborer	Per Hour	200	\$ -	\$ -
3	Flagman	Per Hour	25	\$ -	\$ -
4	Dumptruck with Operator	Per Hour	25	\$ -	\$ -
5	Trackloader with Operator	Per Hour	40	\$ -	\$ -
6	Backhoe with Operator	Per Hour	25	\$ -	\$ -
7	Arrowboards	Per Day	14	\$ -	\$ -
8	Barricades	Per Day	14	\$ -	\$ -
9	Cones	Per Day	14	\$ -	\$ -
10	Materials and Supplies	Cost Plus %	\$ 125,000.00	0.00%	\$ 125,000.00

Totals	
Part 1: Regular Service Items	\$ -
Part 2: Per Project Items	\$ 125,000.00
TOTAL BID	\$ 125,000.00

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Village. The undersigned further certifies that he/she has read the Request for Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the Bidder hereby declares that this bid is made without collusion with any other person or entity submitting a bid pursuant to this ITB.

FIRM: _____

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

TITLE: _____

DATE: _____

FORM 13
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Bidder, and _____

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the proposed annual base bid amount of: \$_____ (Written Dollar Amount) dollars (\$_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

VILLAGEWIDE LANDSCAPE MAINTENANCE
ITB NO. 2026-002

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its _____

and attested in its name by its _____

under its corporate seal, this _____ day of _____, 2026.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Resident Agent

FORM 14
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 15
AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 16
STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- ☐ Insufficient time to respond to solicitation.
- ☐ We do not offer this product/service or equivalent.
- ☐ Our project schedule would not permit us to perform.
- ☐ Unable to meet specifications, please explain _____
- ☐ Unable to meet requirements, please explain _____
- ☐ Specifications unclear, please explain _____
- ☐ Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date

EXHIBIT A
Form of Agreement

To be issued via Addendum

EXHIBIT B
Form of Payment and Performance Bonds

To be issued via Addendum

EXHIBIT C
Landscape Maintenance Locations Map

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

JFK Causeway Section 1



- All landscaping and irrigation in both medians east and west of Pelican Harbor Drive.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

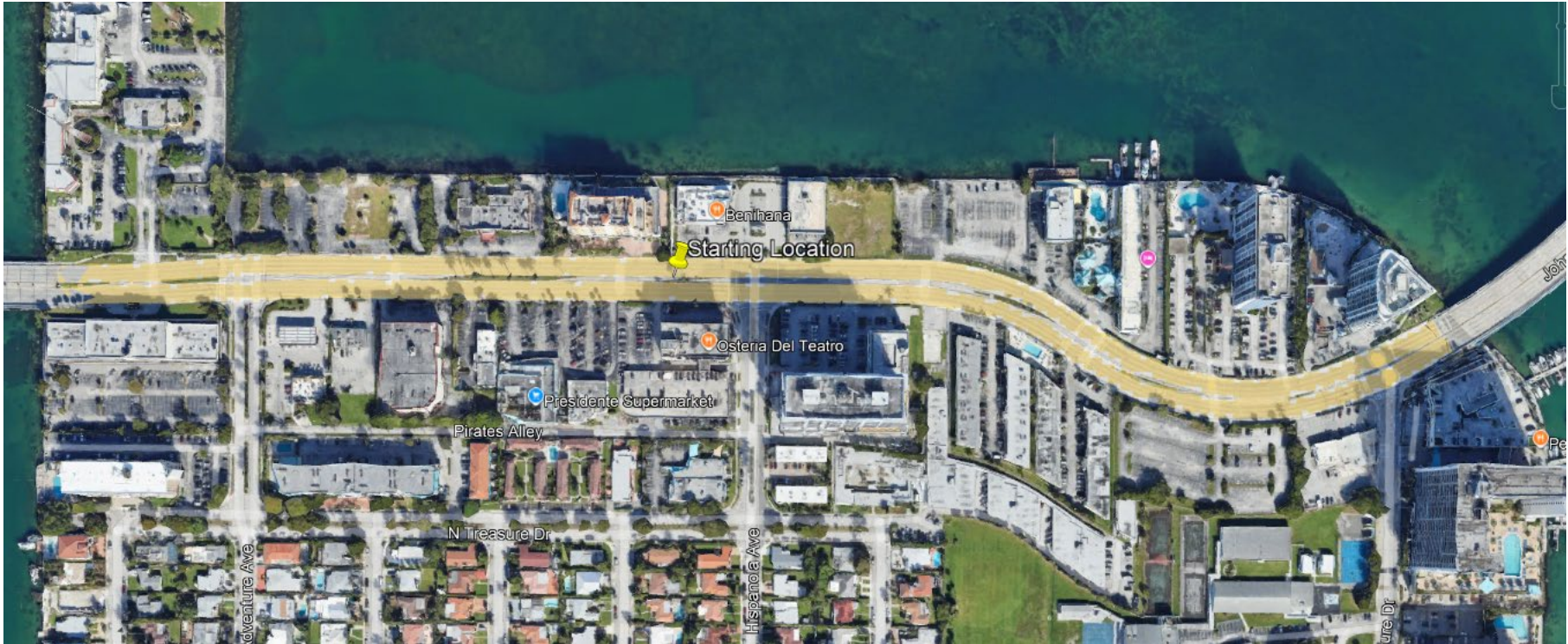
JFK Causeway Section 2



- All landscaping and irrigation in both medians east and west of Harbor Drive.
- All landscaping and irrigation on the south side of the Causeway from the street up to the wall.
- All landscaping and irrigation on the north side of 7th Parkway from the street to the wall.
- All landscaping and irrigation surrounding the North Bay Island entry sign.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

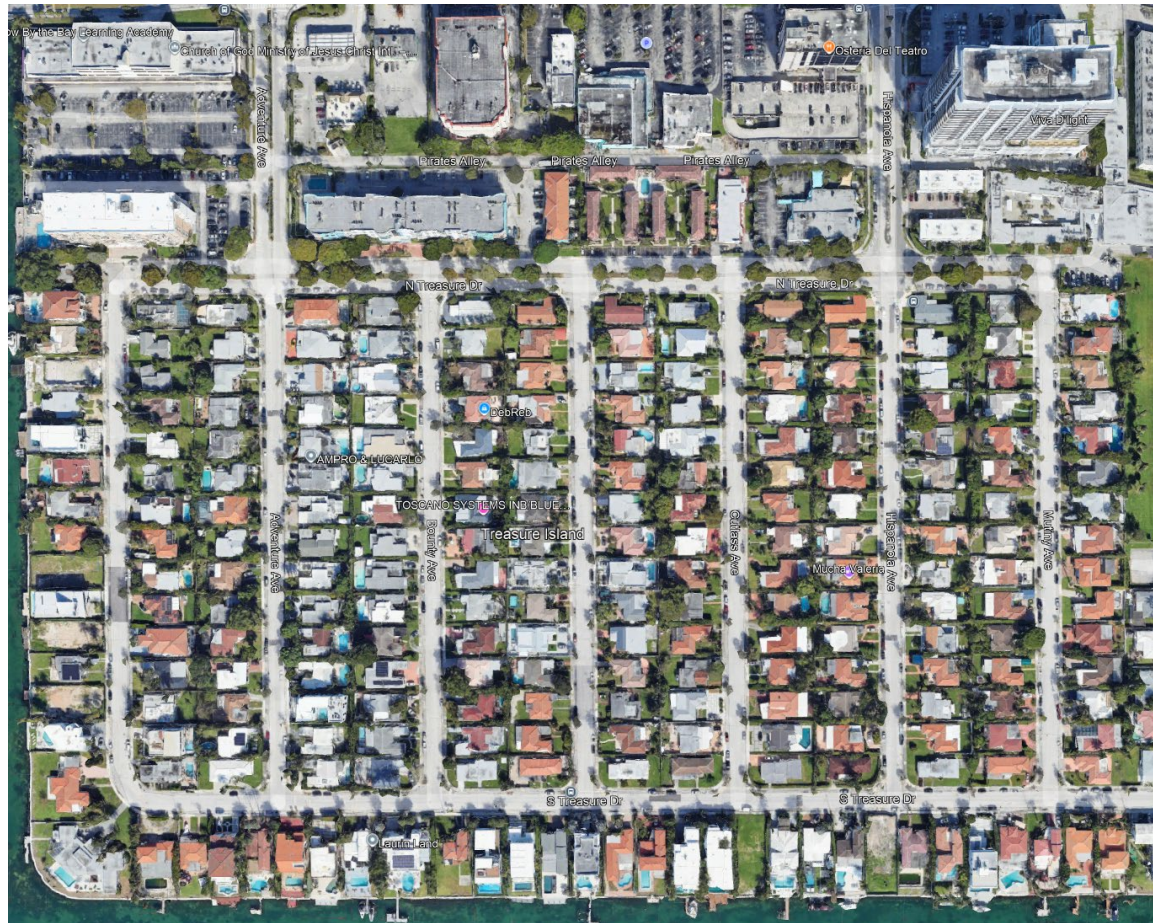
JFK Causeway Section 3



- All landscaping and irrigation in the medians on Treasure Island from the flat bridge to the draw bridge.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

Treasure Island Roads



- All landscaping and irrigation in the medians and street parking bulb outs on Adventure Ave., Hispanola Ave., and North Treasure Drive.
- All landscaping and irrigation in the swales on Adventure Ave. & Hispanola Ave. from the JFK Causeway to North Treasure Drive.
- All landscaping and irrigation in the street parking bulb outs on South Treasure Drive, West Treasure Drive, Bounty Ave., Buccaneer Ave., Cutlass Ave., and Mutiny Ave.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

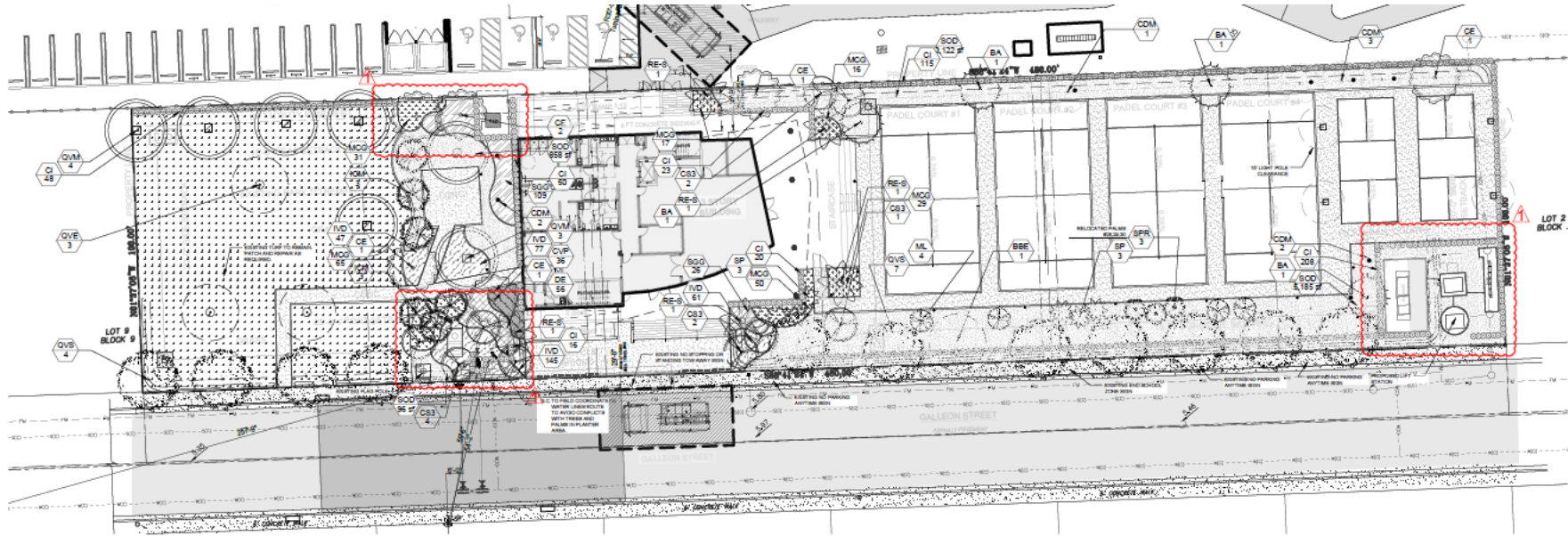
NBV Dog Park



- Located at 7903 East Drive on Harbor Island.
- All landscaping and irrigation in the park from East Drive down to the sidewalk at the JFK Causeway.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

Brent W Latham Community Center and Schonberger Park



- Located at 1851 Galleon Street on Treasure Island.
- All landscaping and irrigation, including rooftop garden.
- Keep low lying limbs trimmed that hang over the park from the neighboring property.

TIES Walkway

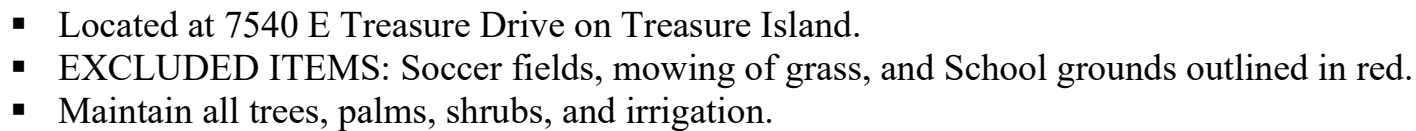
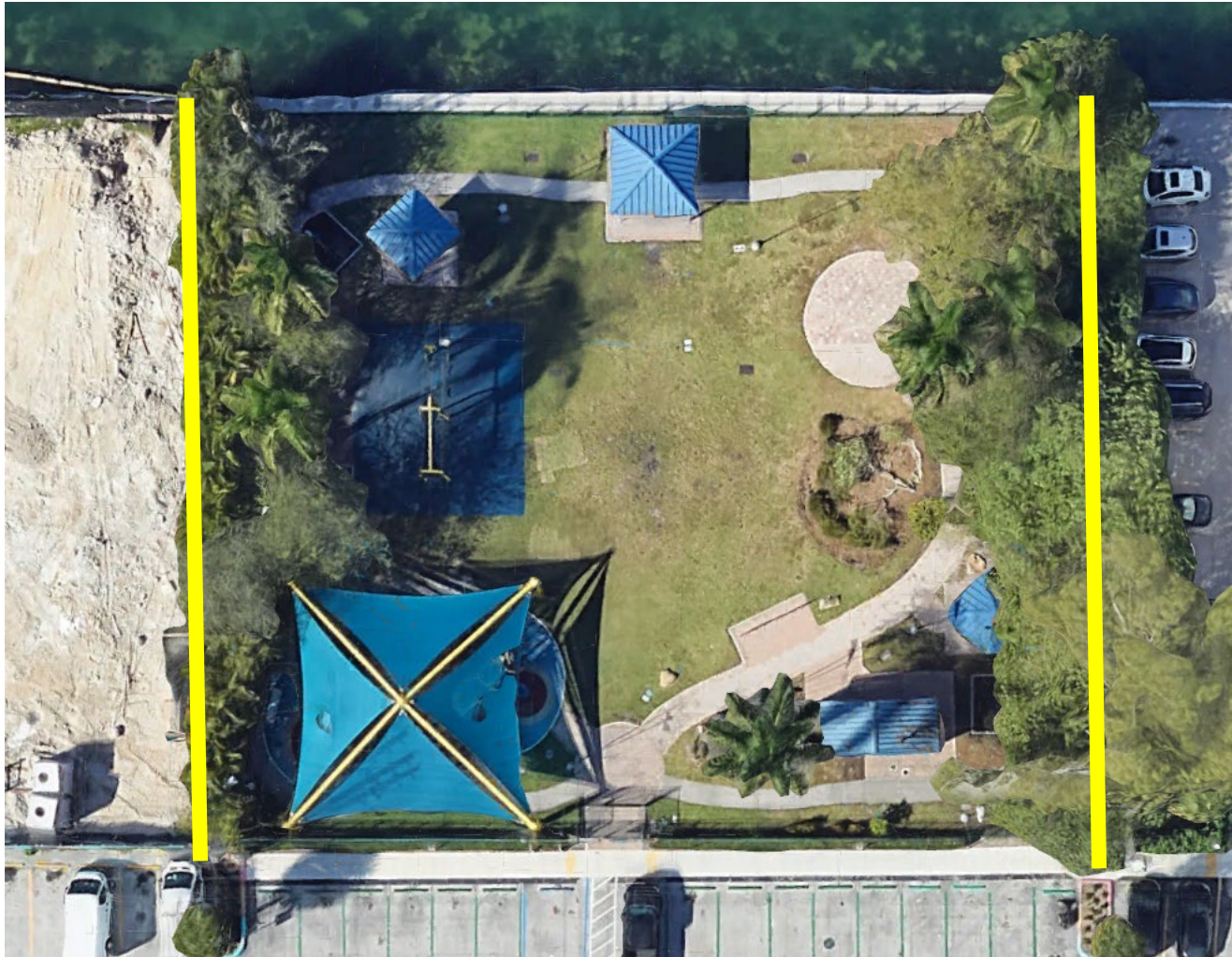


EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

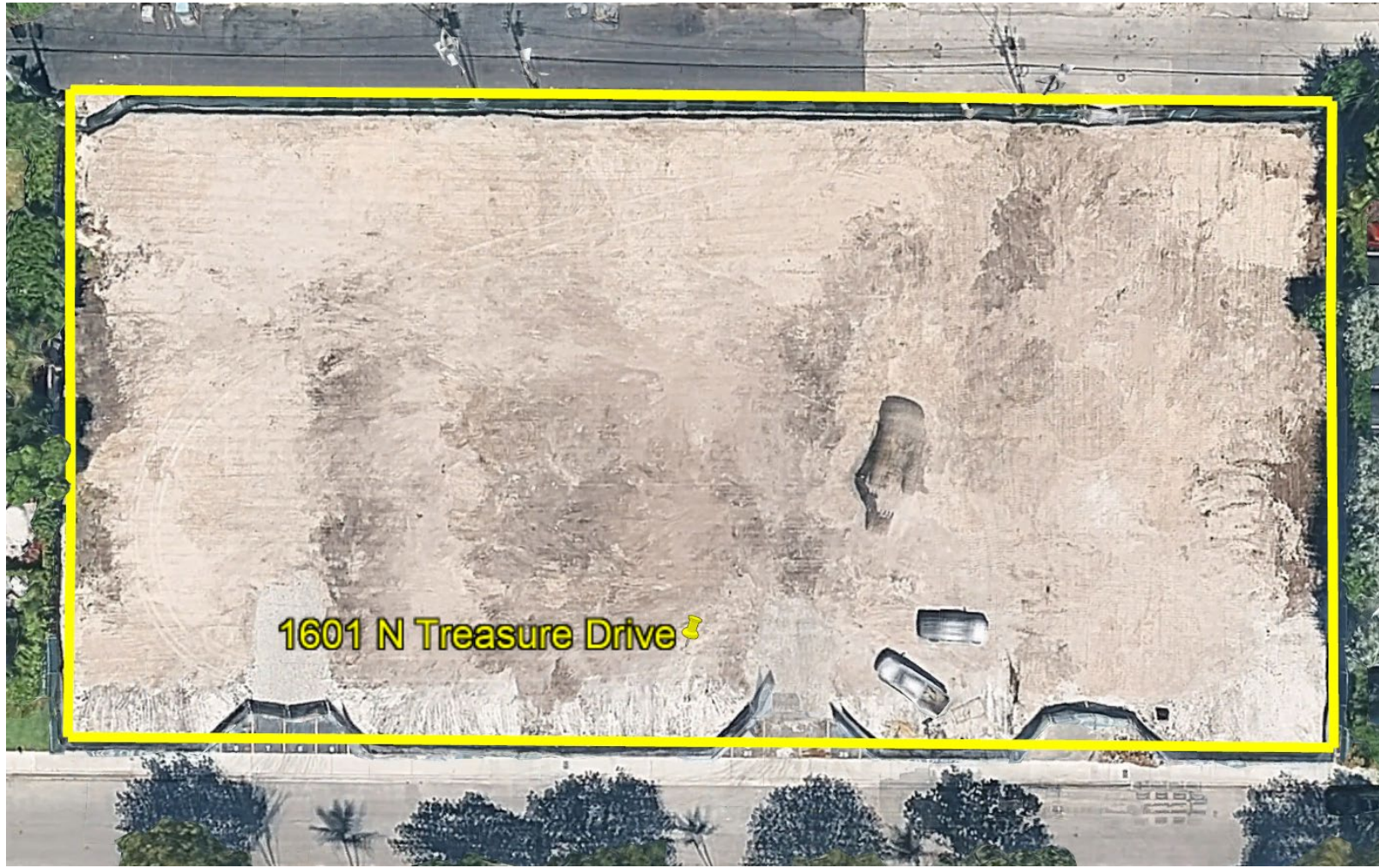
Vogel Park



- Located at 7920 West Drive on Harbor Island.
- All landscaping and irrigation within the park. Keep low lying limbs trimmed that hang over the park from the neighboring property.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

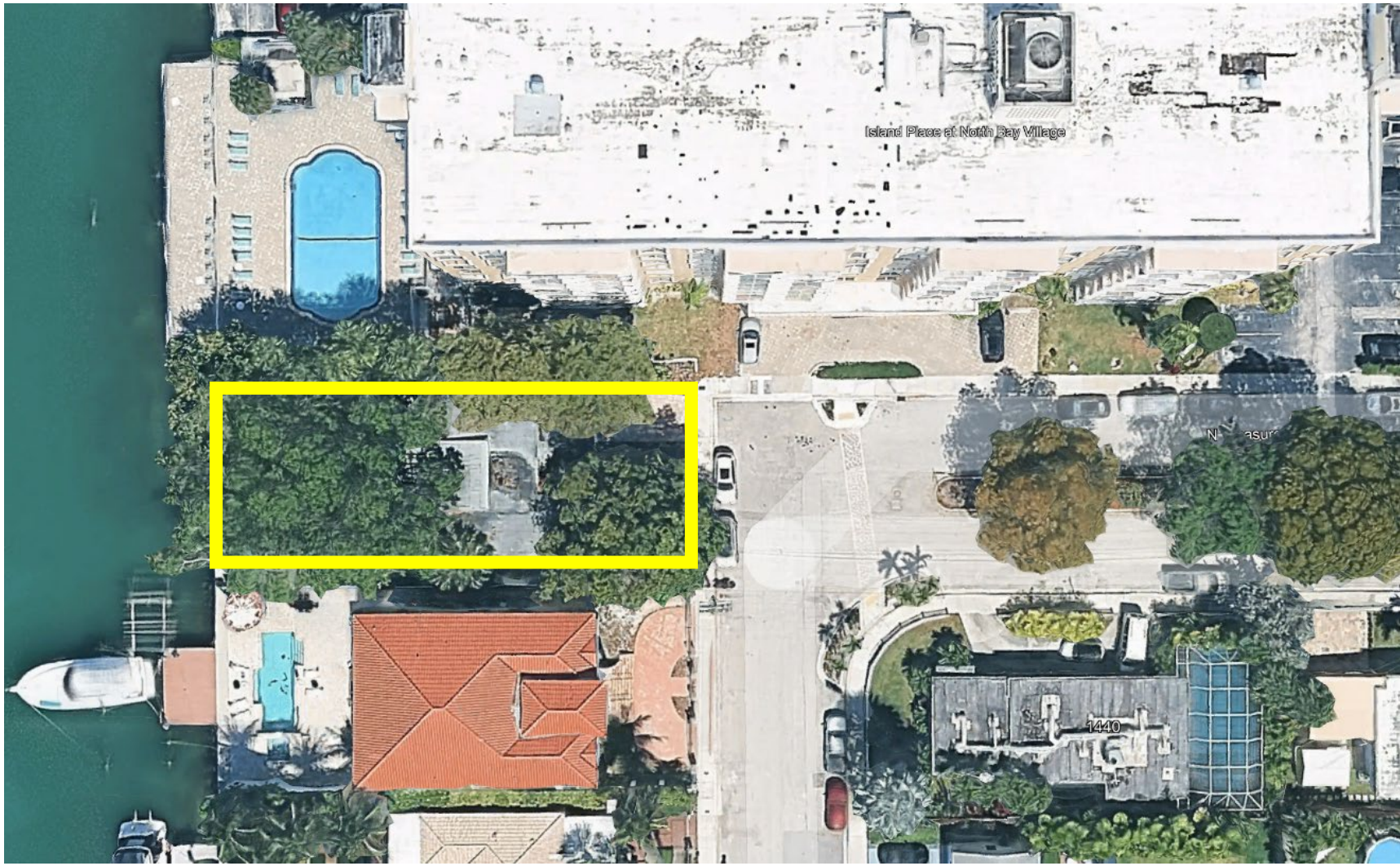
Ansin Family Park



- Located at 1601 North Treasure Drive on Treasure Island.
- Field was recently graded and St. Augustine grass was installed.
- All landscaping and irrigation within the park. Keep low lying limbs trimmed that hang over the park from the neighboring property.

EXHIBIT C – LANDSCAPE MAINTENANCE MAPS

Stormwater Park



- Located at 7560 West Treasure Drive on Treasure Island.
- House was recently demolished. Lot was recently graded and Bahia grass was installed. No irrigation.
- All landscaping within the park. Keep low lying limbs trimmed that hang over the park from the neighboring property.

EXHIBIT D
NBV Community Park Civil Plan Set (Planting Reference Only)

The NBV Community Park Civil Plan Set is provided in Exhibit D for reference only to identify planned landscape areas and plant materials within the area currently under construction.

INDEX	
SHEET NUMBER	SHEET TITLE
G-01	COVER SHEET
G-02	GENERAL NOTES
G-03	LAYOUT PLAN
C-01	GRADING & DRAINAGE PLAN
C-02	GRADING & DRAINAGE PLAN
C-03	GRADING & DRAINAGE PLAN
C-04	GRADING & DRAINAGE PLAN
C-06	GRADING & DRAINAGE DETAILS
C-05	GRADING & DRAINAGE DETAILS
C-07	PAVEMENT RESTORATION
C-08	PAVEMENT RESTORATION DETAILS
C-09	EROSION CONTROL NOTES
C-10	EROSION CONTROL NOTES
C-11	EROSION CONTROL PLAN
C-12	EROSION CONTROL PLAN
C-13	EROSION CONTROL PLAN
C-14	EROSION CONTROL PLAN
C-15	EROSION CONTROL DETAILS

NORTH BAY VILLAGE COMMUNITY PARK

7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FLORIDA



PROJECT LOCATION
SCALE: 1"=200'

- NOTES:
- EXISTING TOPOGRAPHIC INFORMATION SHOWN ON THESE DRAWINGS ARE BASED ON THE BOUNDARY SURVEY PREPARED BY LANDMARK SURVEYING & ASSOCIATES, INC., LAST REVISED ON AUGUST, 2023.
 - ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D 29) UNLESS OTHERWISE NOTED.



Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date: 10/14/2025



8990 SW 24 STREET MIAMI, FL 33165
TEL: (786) 567-4333 / AARIAS@AANDLENG.COM

Armando C. Arias, PE
License #: 73963

SEAL

8990 SW 24 ST. MIAMI, FL. 33165
TEL: (786) 567-4333 / AARIAS@AANDLENG.COM

IMPROVEMENTS FOR:
NBV
COMMUNITY
PARK

ADDRESS:
7540 E TREASURE DR,
NORTH BAY VILLAGE,
FL 33141

OFFICIALLY SUBMITTED FOR

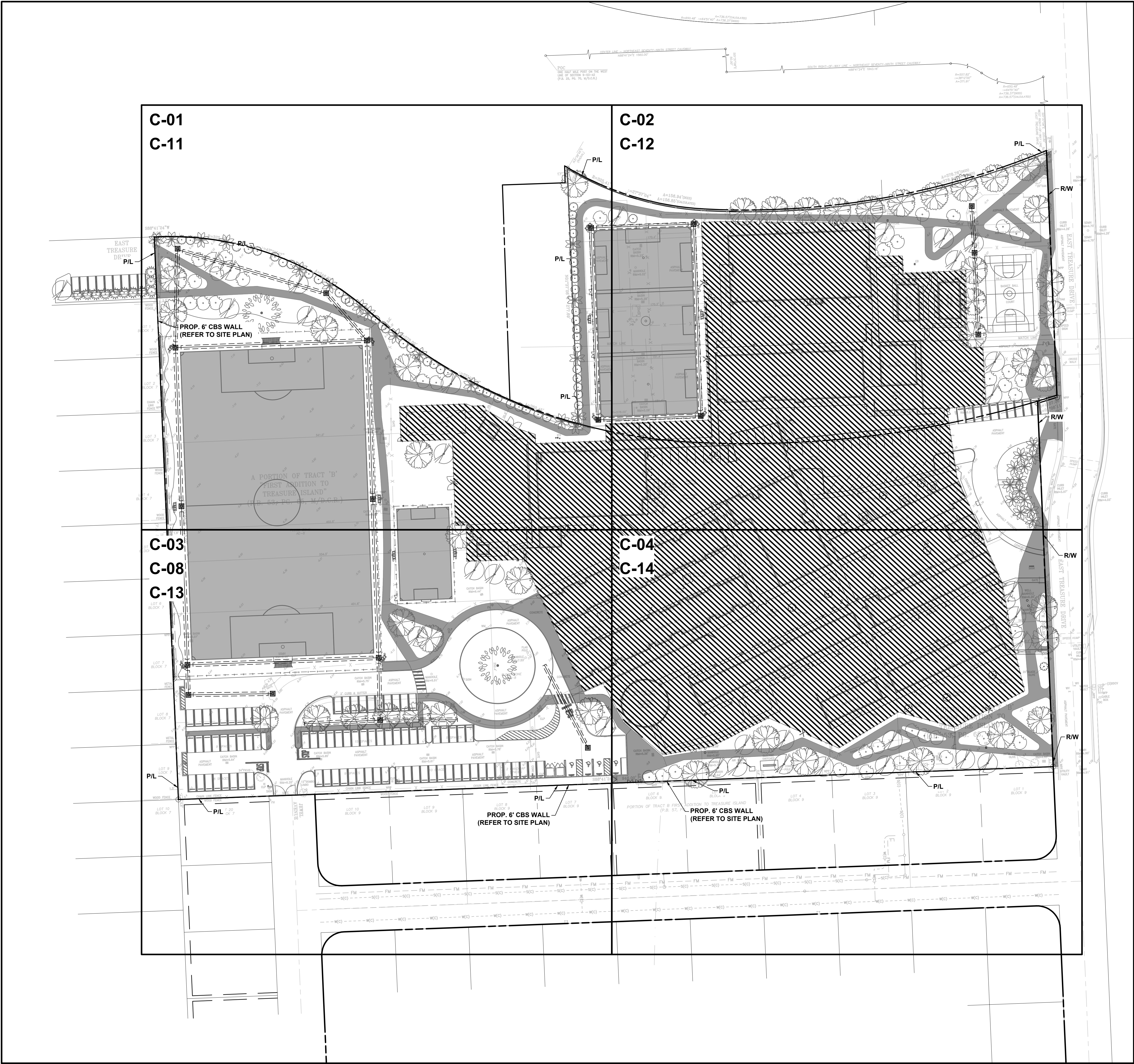
☐ SCHEMATIC DESIGN
☐ DESIGN DEVELOPMENT
☐ CONSTRUCTION DOCUMENTS
☐ BIDDING
☐ PERMIT SET
☐ CONSTRUCTION SET
☐ REVISIONS
☐ RECORD SET

REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE
COVER SHEET

SHEET NO.
G-01



LEGEND

PROPERTY LINE

RIGHT OF WAY

AREA NOT IN SCOPE

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date: 10/14/2025

A&L

A&L Engineering, Inc.

8990 SW 24 STREET MIAMI FL 33165
INFO@AANDLENG.COM

Armando C. Arias, PE
License #: 73963

SEAL

IMPROVEMENTS FOR:
**NBV
COMMUNITY
PARK**

ADDRESS:
7540 E TREASURE DR,
NORTH BAY VILLAGE,
FL 33141

OFFICIALLY SUBMITTED FOR

☐ SCHEMATIC DESIGN

☐ DESIGN DEVELOPMENT

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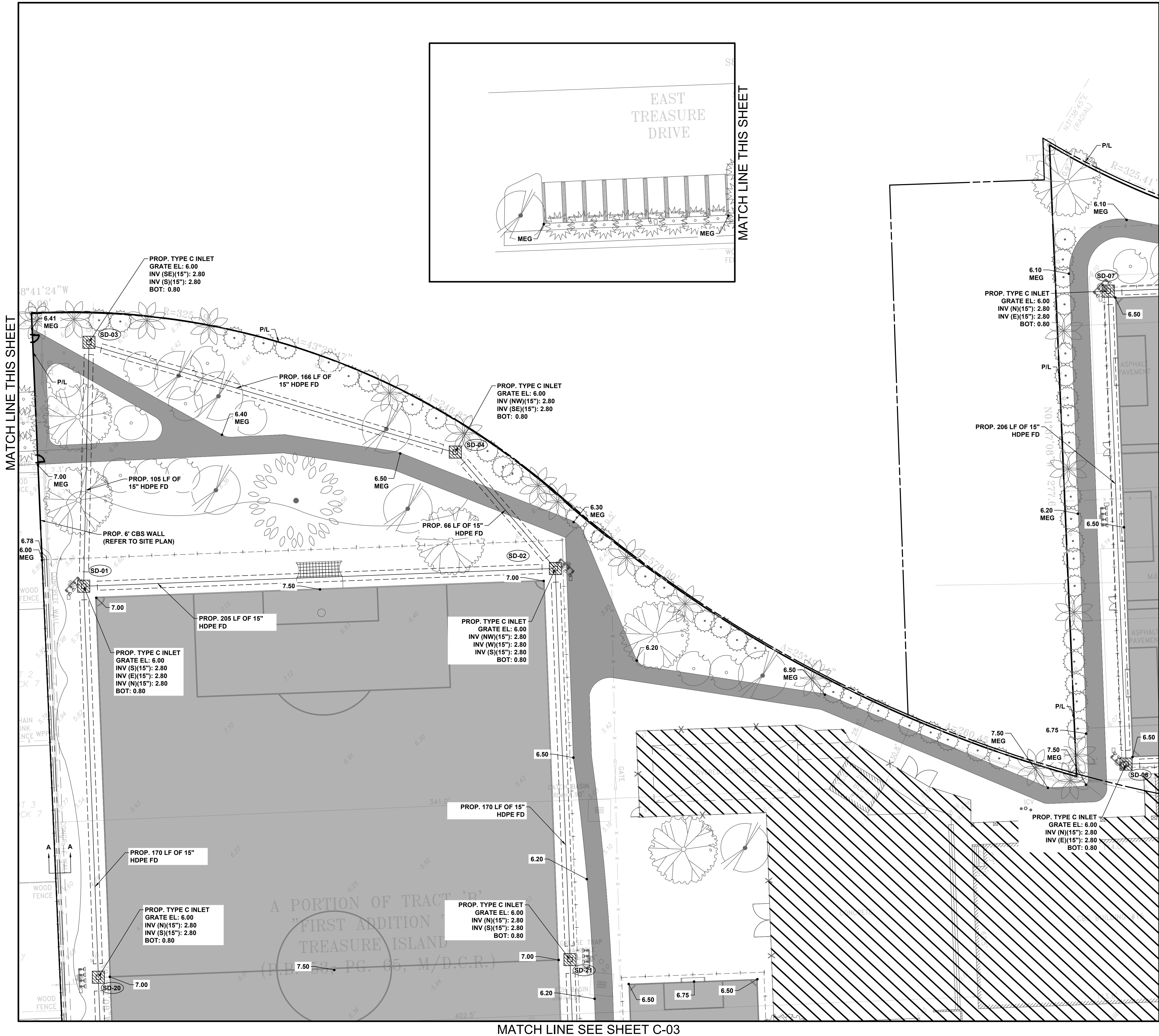
☐ RECORD SET

REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE
LAYOUT PLAN

SHEET NO.
G-03



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED ELEVATION
- MATCH EXISTING GRADES
- DRAINAGE FLOW ARROW
- PROP. HDPE FRENCH DRAIN
- PROP. HDPE SOLID PIPE
- PROP. TRENCH DRAIN
- PROP. TYPE C INLET
- PROP. STRUCTURE NUMBER
- PROP. TOP OF BERM
- PROP. BOTTOM OF BERM
- CROSS SECTION ON PLAN SHEET
- AREA NOT IN SCOPE
- EXISTING POTABLE WATER LINE
- EXISTING STORM LINE
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN

NOTES:

- PROPOSED SIDEWALK SHALL NOT EXCEED 2% CROSS-SLOPE AND 6% LONGITUDINAL SLOPE.
- PROPOSED GRASS TO HARMONIZE SIDEWALK IMPROVEMENTS SHALL NOT EXCEED 25% SLOPE.
- THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND STRUCTURE INFORMATION FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE. REDIRECT WORK TO AVOID DELAY.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING THE WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATE ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET OF EXISTING UTILITY DRAWINGS SHALL BE KEPT ON-SITE FOR REFERENCE FOR THE DURATION OF THE PROJECT.
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date: 10/14/2025

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TEL: (786) 567-4333 / AARIAS@AANDLENG.COM

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IMPROVEMENTS FOR:
**NBV
COMMUNITY
PARK**

ADDRESS:
7540 E TREASURE DR,
NORTH BAY VILLAGE,
FL 33141

OFFICIALLY SUBMITTED FOR

- ☐ SCHEMATIC DESIGN
- ☐ DESIGN DEVELOPMENT
- ☐ CONSTRUCTION DOCUMENTS
- ☐ BIDDING
- ☐ PERMIT SET
- ☐ CONSTRUCTION SET
- ☐ REVISIONS
- ☐ RECORD SET

REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE

**GRADING &
DRAINAGE PLAN**

SHEET NO.

C-01

MATCH LINE SEE SHEET C-01



MATCH LINE SEE SHEET C-04

LEGEND

	PROPERTY LINE
	RIGHT OF WAY
	PROPOSED ELEVATION
	MATCH EXISTING GRADES
	DRAINAGE FLOW ARROW
	PROP. HDPE FRENCH DRAIN
	PROP. HDPE SOLID PIPE
	PROP. TRENCH DRAIN
	PROP. TYPE C INLET
	PROP. STRUCTURE NUMBER
	PROP. TOP OF BERM
	PROP. BOTTOM OF BERM
	CROSS SECTION ON PLAN SHEET
	AREA NOT IN SCOPE
	EXISTING POTABLE WATER LINE
	EXISTING STORM LINE
	EXISTING SANITARY SEWER
	EXISTING FORCE MAIN

NOTES:

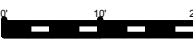
- PROPOSED SIDEWALK SHALL NOT EXCEED 2% CROSS-SLOPE AND 6% LONGITUDINAL SLOPE.
- PROPOSED GRASS TO HARMONIZE SIDEWALK IMPROVEMENTS SHALL NOT EXCEED 25% SLOPE.
- THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND STRUCTURE INFORMATION FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE. REDIRECT WORK TO AVOID DELAY.
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Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date: 10/14/2025



A&L
A&L Engineering, Inc.
8990 SW 24 STREET MIAMI FL 33165
INFO@AANDLENG.COM

Armando C. Arias, PE
License #: 73963

IMPROVEMENTS FOR: NBV COMMUNITY PARK

ADDRESS:
7540 E TREASURE DR,
NORTH BAY VILLAGE,
FL 33141

OFFICIALLY SUBMITTED FOR

- | | |
|--------------------------|------------------------|
| ☐ | SCHEMATIC DESIGN |
| ☐ | DESIGN DEVELOPMENT |
| ☐ | CONSTRUCTION DOCUMENTS |
| ☐ | BIDDING |
| ☐ | PERMIT SET |
| ☐ | CONSTRUCTION SET |
| ☐ | REVISIONS |
| ☐ | RECORD SET |

REVISION

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

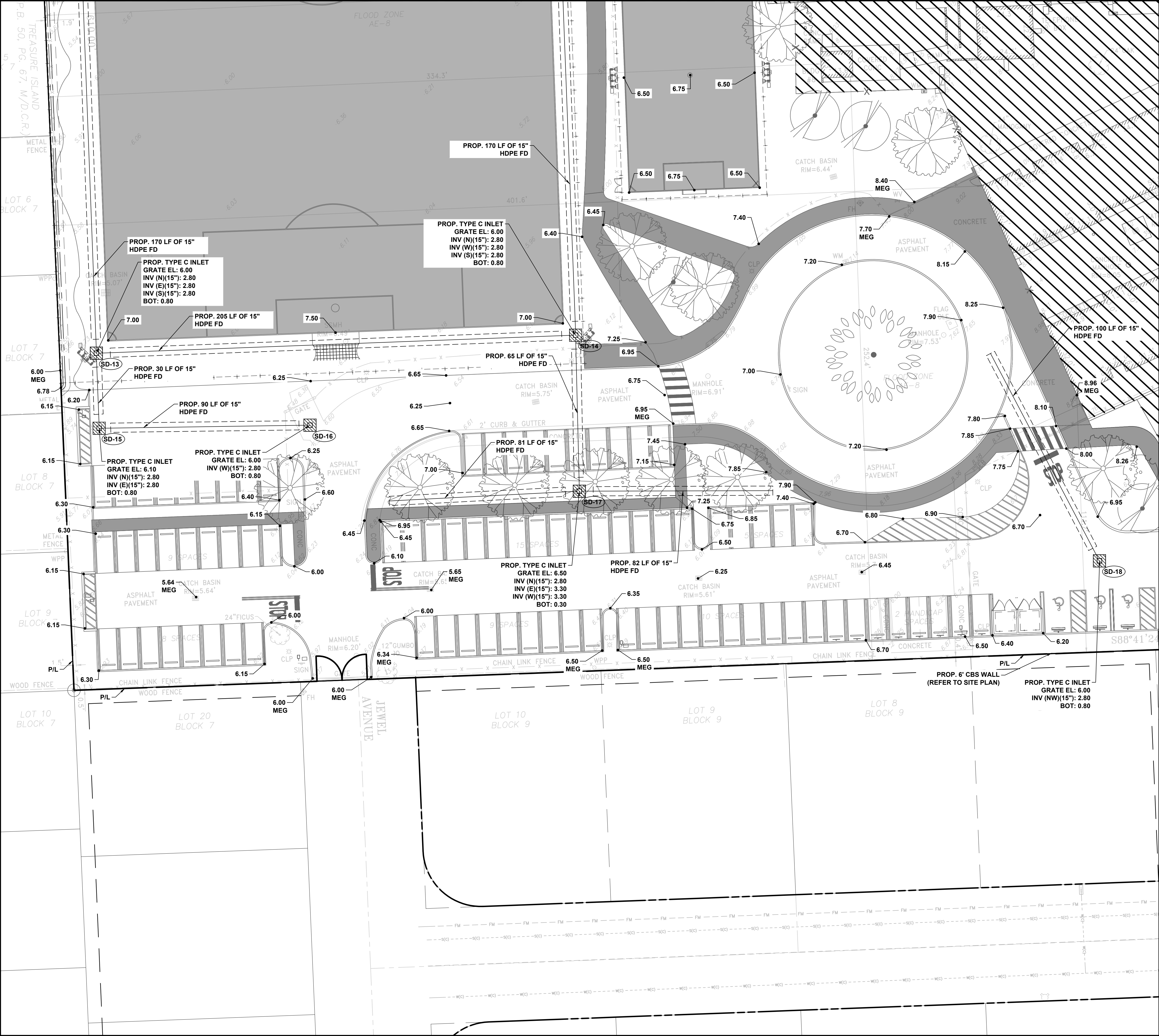
SHEET TITLE

**GRADING &
DRAINAGE PLAN**

SHEET NO.

C-02

MATCH LINE SEE SHEET C-01



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED ELEVATION
- MATCH EXISTING GRADES
- DRAINAGE FLOW ARROW
- PROP. HDPE FRENCH DRAIN
- PROP. HDPE SOLID PIPE
- PROP. TRENCH DRAIN
- PROP. TYPE C INLET
- PROP. STRUCTURE NUMBER
- PROP. TOP OF BERM
- PROP. BOTTOM OF BERM
- CROSS SECTION ON PLAN SHEET
- AREA NOT IN SCOPE
- EXISTING POTABLE WATER LINE
- EXISTING STORM LINE
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN

NOTES:

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- PROPOSED GRASS TO HARMONIZE SIDEWALK IMPROVEMENTS SHALL NOT EXCEED 25% SLOPE.
- THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND STRUCTURE INFORMATION FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE. REDIRECT WORK TO AVOID DELAY.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING THE WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATE ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET OF EXISTING UTILITY DRAWINGS SHALL BE KEPT ON-SITE FOR REFERENCE FOR THE DURATION OF THE PROJECT.
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date: 10/14/2025

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- ☐ RECORD SET

REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

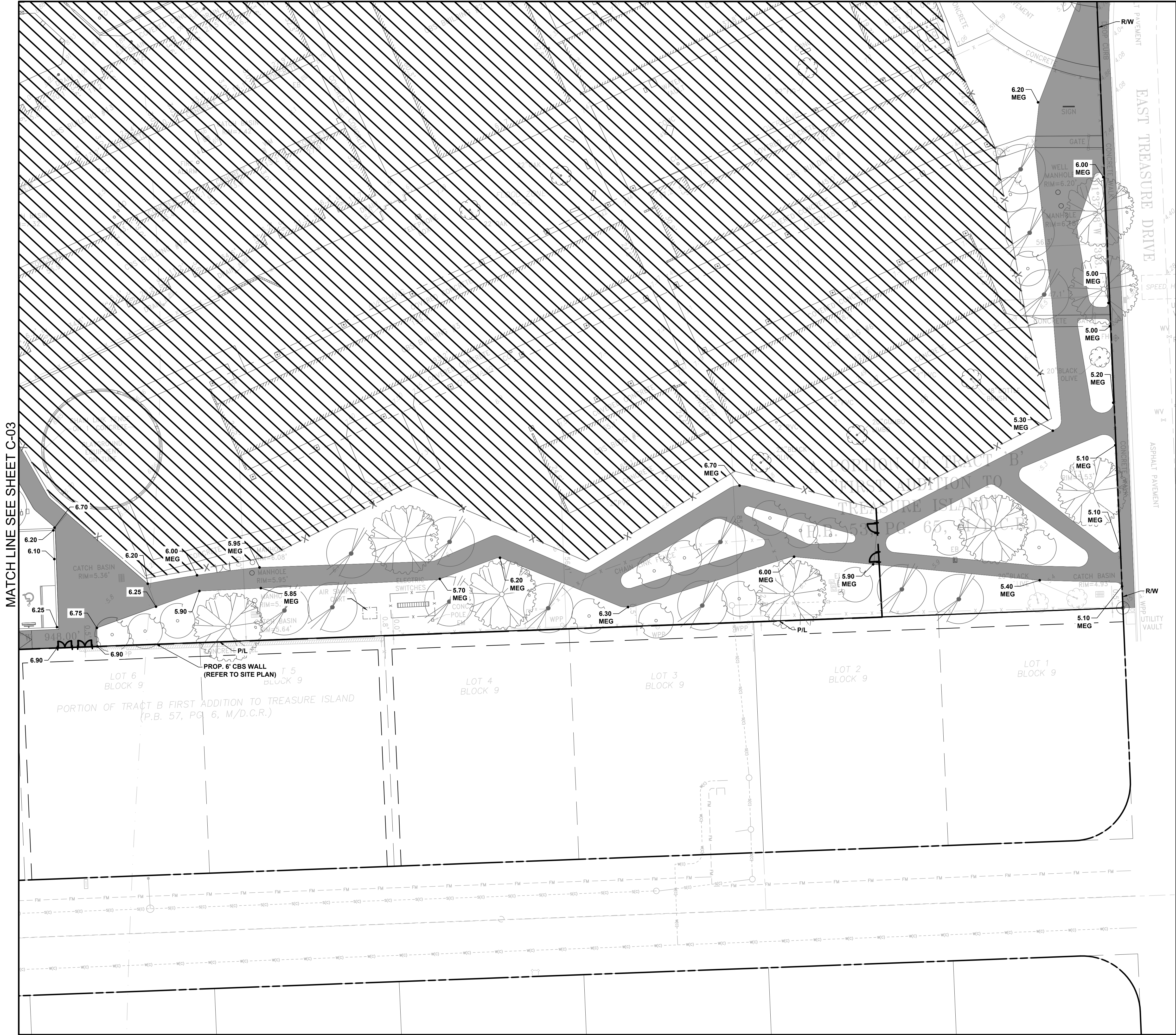
SHEET TITLE

**GRADING &
DRAINAGE PLAN**

SHEET NO.

C-03

MATCH LINE SEE SHEET C-02



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED ELEVATION
- MATCH EXISTING GRADES
- DRAINAGE FLOW ARROW
- PROP. HDPE FRENCH DRAIN
- PROP. HDPE SOLID PIPE
- PROP. TRENCH DRAIN
- PROP. TYPE C INLET
- PROP. STRUCTURE NUMBER
- PROP. TOP OF BERM
- PROP. BOTTOM OF BERM
- CROSS SECTION ON PLAN SHEET
- AREA NOT IN SCOPE
- EXISTING POTABLE WATER LINE
- EXISTING STORM LINE
- EXISTING SANITARY SEWER
- EXISTING FORCE MAIN

NOTES:

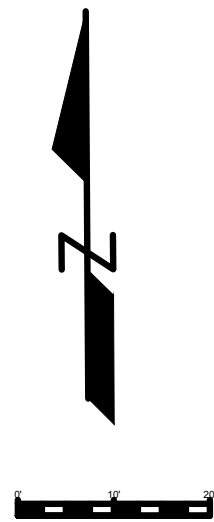
- PROPOSED SIDEWALK SHALL NOT EXCEED 2% CROSS-SLOPE AND 6% LONGITUDINAL SLOPE.
- PROPOSED GRASS TO HARMONIZE SIDEWALK IMPROVEMENTS SHALL NOT EXCEED 25% SLOPE.
- THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND STRUCTURE INFORMATION FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE. REDIRECT WORK TO AVOID DELAY.
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REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE
**GRADING &
DRAINAGE PLAN**

SHEET NO.

C-04

C-06

Brindley Pieters & Associates, Inc.
REVIEWED FOR CODE COMPLIANCE
CIVIL
Reviewer: Michael R. Harter
Date 10/14/2025

PRODUCT SPECIFIC PRACTICE

PETROLEUM PRODUCTS:

ALL ON SITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE SHALL BE APPLIED ACCORDINGLY TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS:

FERTILIZERS SHALL BE APPLIED ONLY IN THE MINIMUM AMOUNT RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER SHALL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE SHALL BE IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINTS:

ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND/OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS:

CONTRACTOR SHALL DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE OR DRUM WASH WATER AND SHALL INSTALL A CONTAINMENT BERM AROUND THIS AREA TO PREVENT RUNOFF TO THE REMAINDER OF THE SITE. HARD DEBRIS SHALL BE DISPOSED OF BY CONTRACTOR UPON COMPLETION OF THE PROJECT.

SPILL CONTROL PRACTICES:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIALS PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

1. MANUFACTURERS RECOMMENDED METHODS FOR SPILL CLEAN UP SHALL BE CLEARLY POSTED AND SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEAN UP SUPPLIES. MATERIAL SAFETY DATA SHEET (MSDS's) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE SHALL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE SWPPP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE.
2. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN UP SHALL BE KEPT IN THE MATERIAL STORAGE AREA ONSITE. EQUIPMENT AND MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, KITTY LITTER ABSORBENT, SAND, SAWDUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.
3. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.
4. THE SPILL AREA SHALL BE KEPT WELL VENTILATED AND PERSONNEL SHALL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH HAZARDOUS SUBSTANCE.
5. SPILLS OF TOXIC OR HAZARDOUS MATERIAL SHALL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE.

THE SPILL PREVENTION PLAN SHALL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM RECURRING AND THE CLEAN UP PROCEDURES FOR FUTURE USE. A DESCRIPTION OF THE SPILL, ITS CAUSE AND THE CLEAN UP MEASURES SHALL ALSO BE NOTED. ANY OWNER OR OPERATOR OF A FACILITY WHO HAS KNOWLEDGE OF ANY RELEASE OF A HAZARDOUS SUBSTANCE FROM A FACILITY IN A QUANTITY EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY IN A 24 HOUR PERIOD SHALL NOTIFY THE STATE WARNING POINT WITHIN ONE WORKING DAY OF THE RELEASE. FDEP 24-HOUR STATE WARNING POINT HOTLINE NUMBER IS 1-800-320-0519.

NOTICE OF TERMINATION:

A NOTICE OF TERMINATION SHALL BE SUBMITTED TO THE FDEP AFTER THE CONSTRUCTION HAS BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION.

POLLUTION PREVENTION PLAN CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: _____ TITLE: _____

COMPANY: _____ DATE: _____

SIGNATURE: _____

CONTRACTOR'S CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."



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SEAL

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REVISION

[illegible]

DATE:	07/03/2025
DRAWN:	A.A.
DESIGN BY:	A.A.
PROJECT NO.:	22020007

SHEET TITLE

EROSION CONTROL NOTES

SHEET NO.

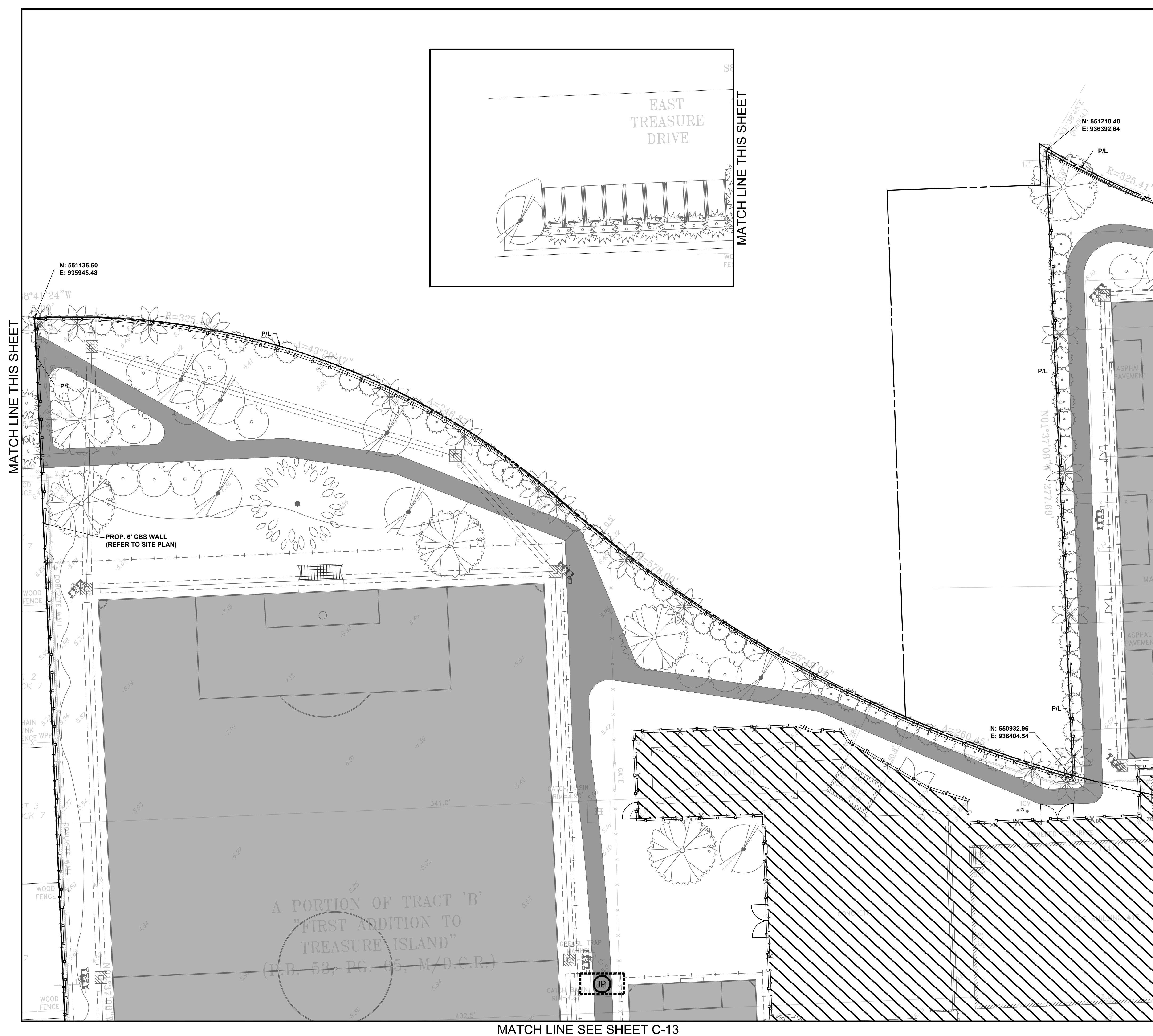
C-10

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date 10/14/2025



LEGEND

The diagram illustrates a road cross-section with the following features and labels:

- PROPERTY LINE**: Indicated by a dashed line.
- RIGHT OF WAY**: Indicated by a dashed line.
- 6 FT HIGH WIND SCREEN**: Indicated by a line with 'X' marks.
- SILT FENCE**: Indicated by a line with square markers.
- INLET PROTECTION**: Indicated by a dashed rectangle containing a circle with the letters "IP".
- AREA NOT IN SCOPE**: Indicated by a hatched area below the inlet protection.

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REVISION #

DATE:	07/03/2025
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PROJECT NO.:	22020007

SHEET TITLE

EROSION CONTROL PLAN

SHEET NO.

C-11

MATCH LINE SEE SHEET C-11



MATCH LINE SEE SHEET C-14

LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 6 FT HIGH WIND SCREEN
- SILT FENCE
- INLET PROTECTION
- AREA NOT IN SCOPE

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REVISION #

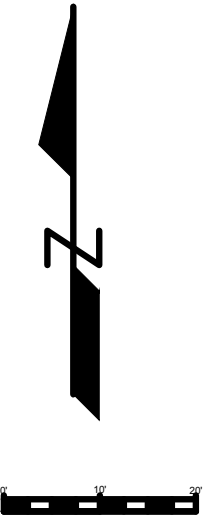
DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE

**EROSION
CONTROL PLAN**

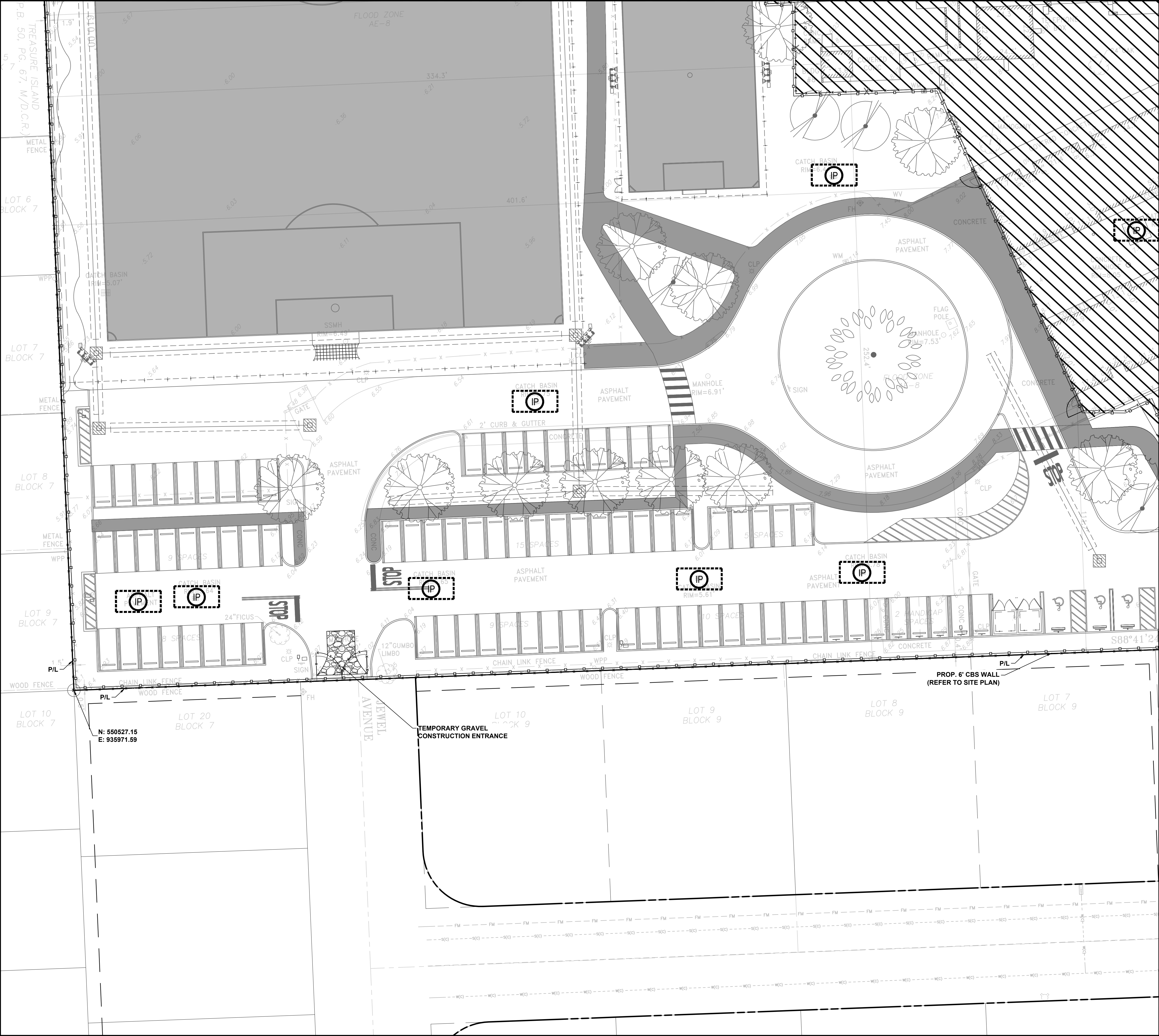
SHEET NO.

C-12



SEAL

MATCH LINE SEE SHEET C-11



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 6 FT HIGH WIND SCREEN
- SILT FENCE
- INLET PROTECTION
- AREA NOT IN SCOPE

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

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Date 10/14/2025

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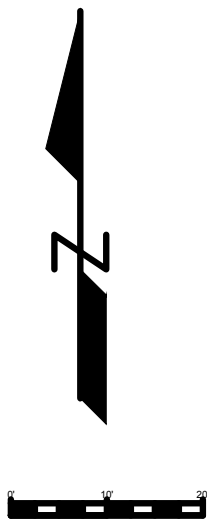
DATE: 07/03/2025
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PROJECT NO.: 22020007

SHEET TITLE

**EROSION
CONTROL PLAN**

SHEET NO.

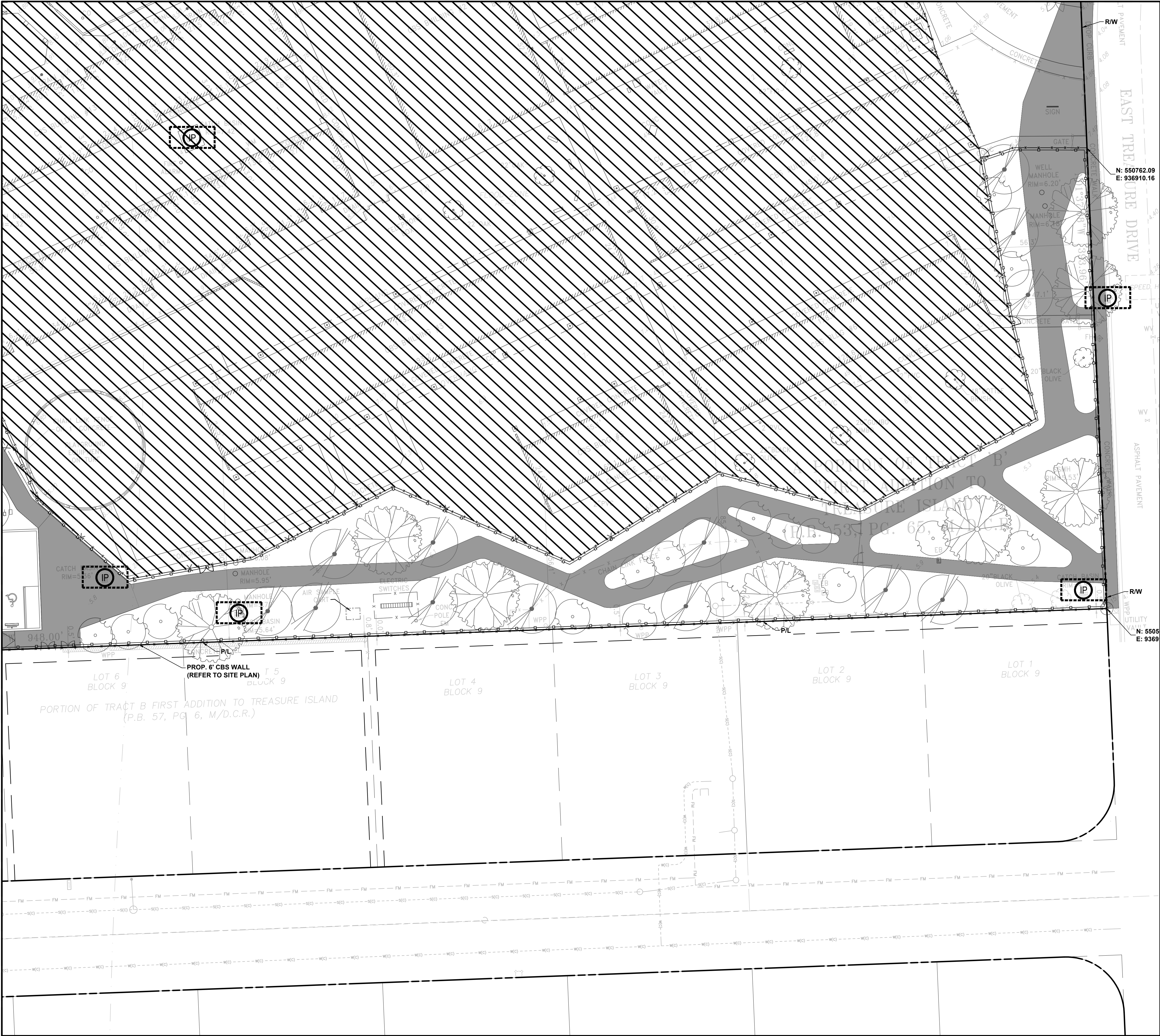
C-13



MATCH LINE SEE SHEET C-14

MATCH LINE SEE SHEET C-12

MATCH LINE SEE SHEET C-13



LEGEND

- PROPERTY LINE
- RIGHT OF WAY
- 6 FT HIGH WIND SCREEN
- SILT FENCE
- INLET PROTECTION
- AREA NOT IN SCOPE

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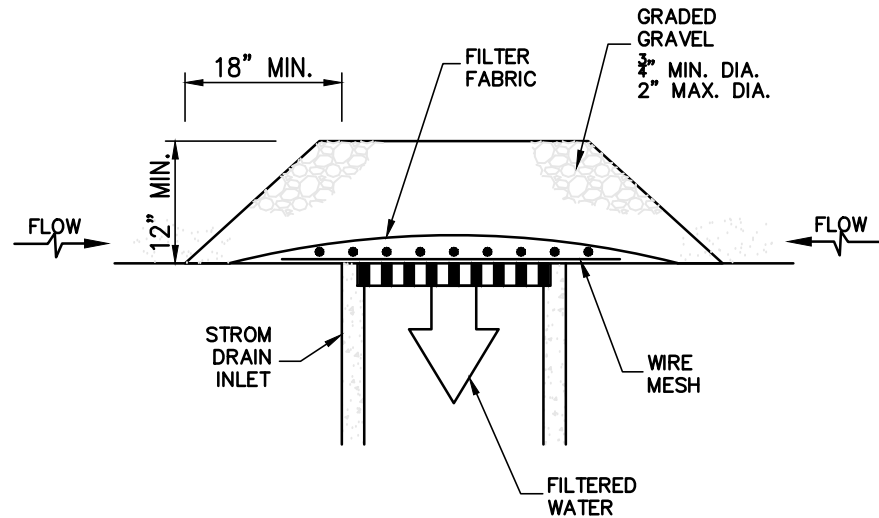
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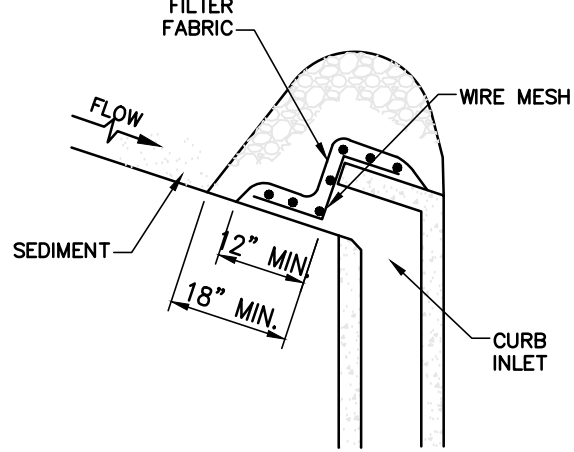
SHEET TITLE
**EROSION
CONTROL PLAN**

SHEET NO.

C-14



DROP INLET PROTECTION-GRAVEL



CURB INLET PROTECTION-GRAVEL

GRAVEL APPLICATIONS (TYP.)
OR APPROVED ALTERNATIVE

NOTES FOR INLET PROTECTION GRAVEL:

1- INSTALLATION/APPLICATION CRITERIA:

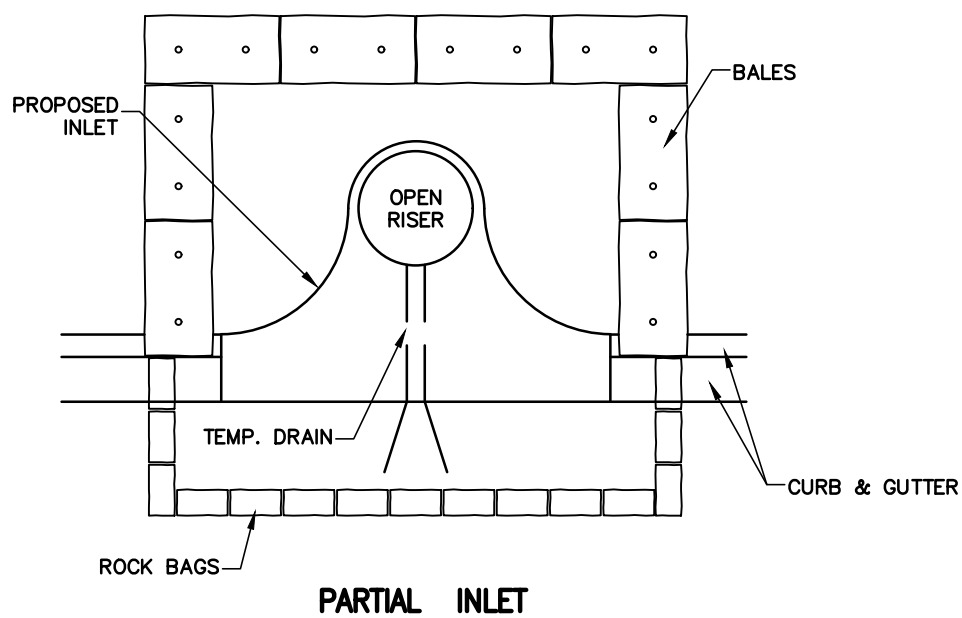
- PLACE WIRE MESH (WITH $\frac{1}{2}$ INCH OPENINGS) OVER THE INLET GRATE EXTENDING ONE FOOT PAST THE GRATE IN ALL DIRECTIONS.
- PLACE FILTER FABRIC OVER THE MESH. FILTER FABRIC SHOULD BE SELECTED BASED ON SOIL TYPE.
- PLACE GRADED GRAVEL, TO A MINIMUM DEPTH OF 12 INCHES, OVER THE FILTER FABRIC AND EXTENDING 18 INCHES PAST THE GRATE IN ALL DIRECTIONS.

2- MAINTENANCE:

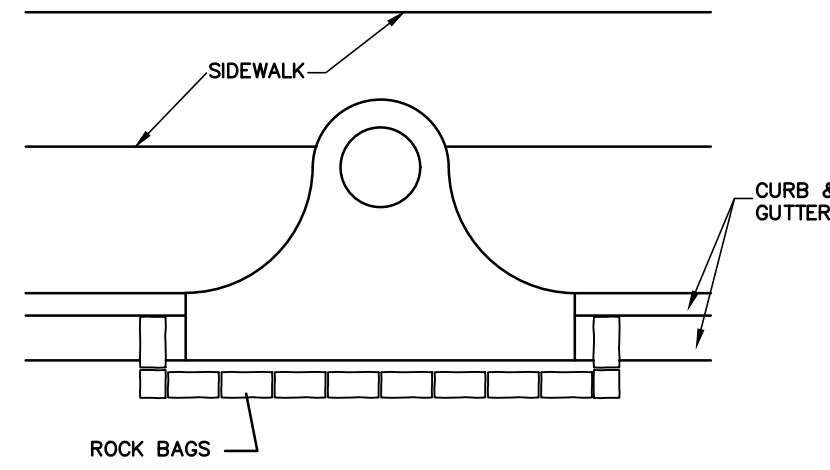
- INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT A MINIMUM OF ONCE MONTHLY.
- REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 4 INCHES IN DEPTH.
- REPLACE FILTER FABRIC AND CLEAN OR REPLACE GRAVEL IF CLOGGING IS APPARENT.

3- LIMITATIONS:

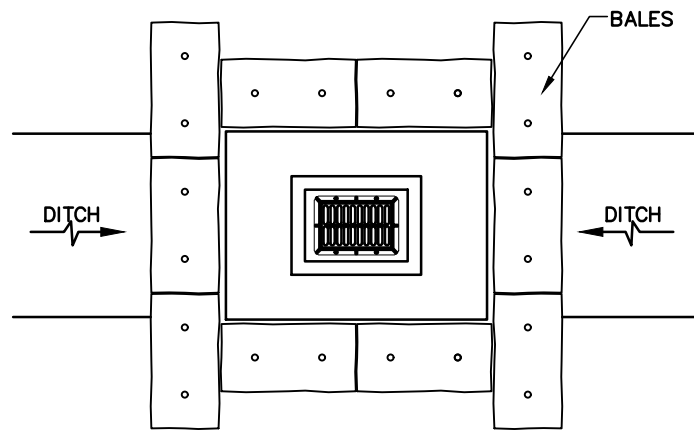
- RECOMMENDED FOR MAXIMUM DRAINAGE AREA OF ONE ACRE.
- EXCESS FLOWS MAY BYPASS THE INLET REQUIRING DOWN GRADIENT CONTROLS.
- PONDING WILL OCCUR AT INLET.



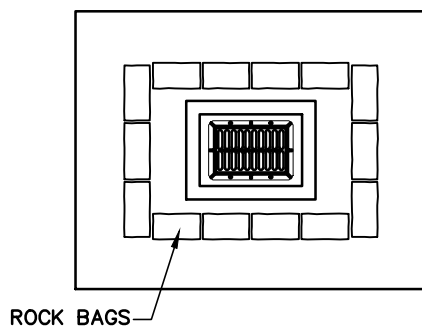
PARTIAL INLET



COMPLETED INLET



DITCH BOTTOM INLET



SWALE INLET

PROTECTION ALONG INLETS WITH ROCK BAGS BALES
OR APPROVED ALTERNATIVES

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS:

1-TYPE I AND II SYNTHETIC BARRIER SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 OF 2010 FDOT DESIGN STANDARDS INDEX 102.

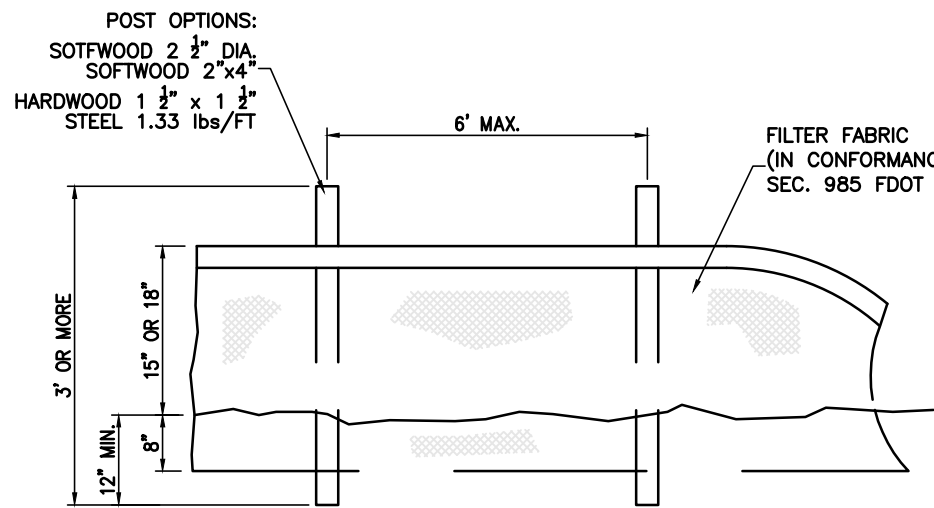
2-BALES SHALL BE ANCHORED WITH TWO (2) 1"x2" (or 1" dia.) x 4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

3-RAILS AND POSTS SHALL BE 2"x4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAYBE USED IF APPROVED BY THE ENGINEER.

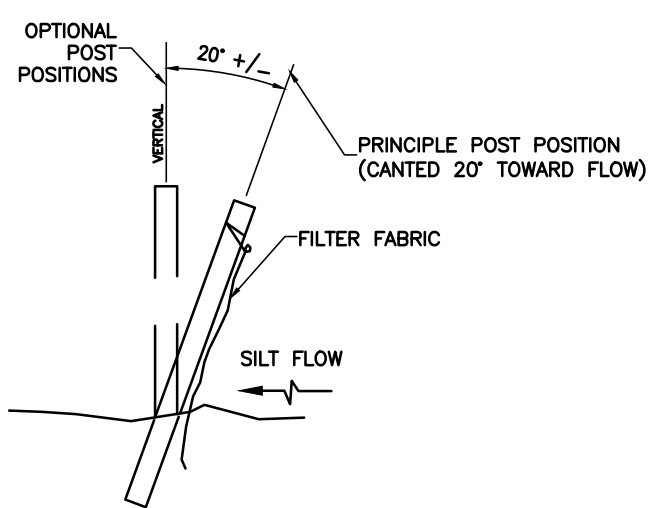
4-ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.

5-WHERE USED IN CONJUNCTION WITH SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.

INLET PROTECTION SYSTEM (TYP.)
OR APPROVED ALTERNATIVE

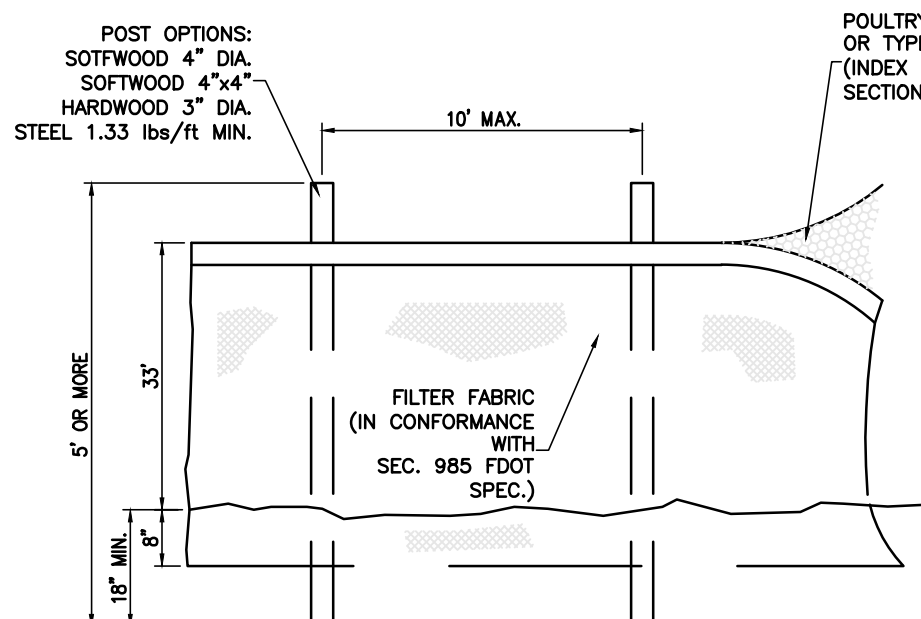


ELEVATION

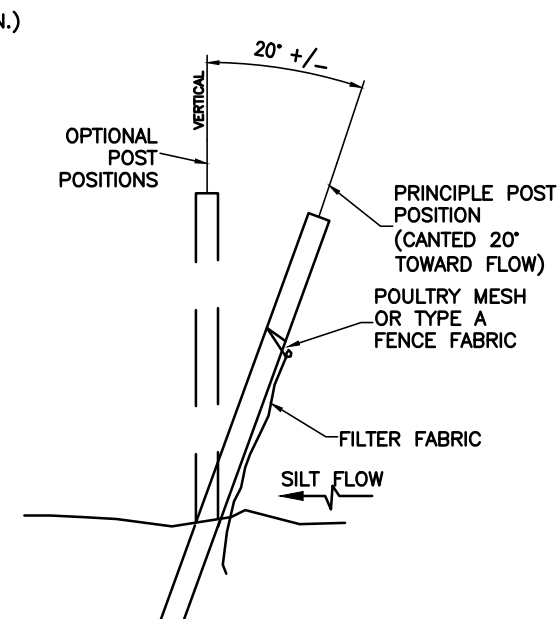


SECTION

TYPE III SILT FENCE (TYP.)

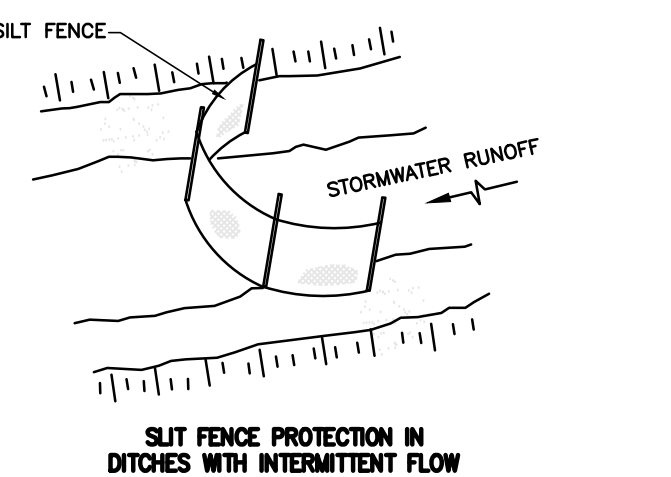
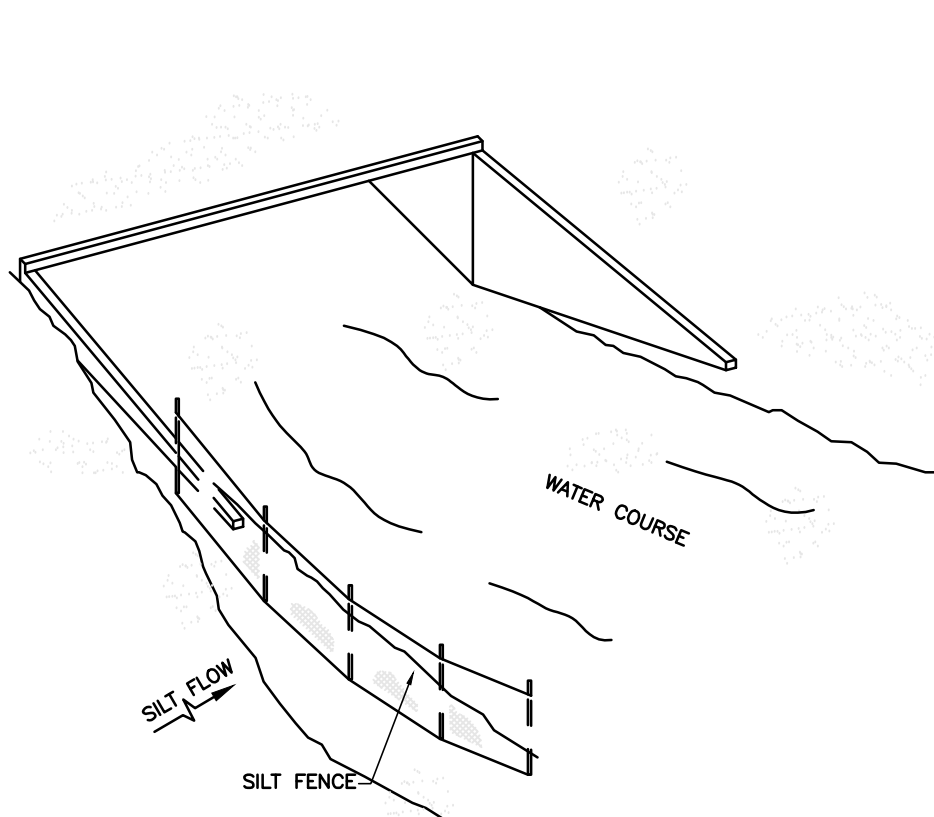


ELEVATION

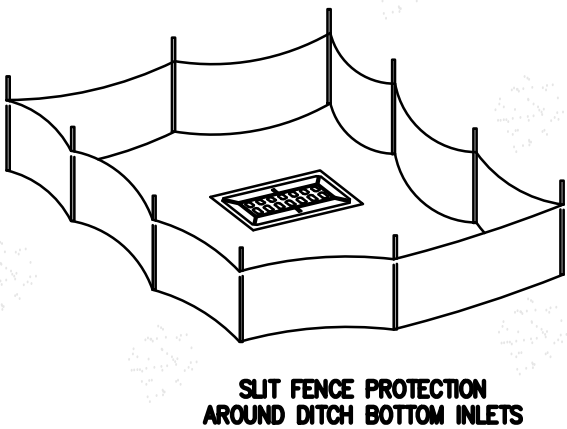


SECTION

TYPE IV SILT FENCE (TYP.)



SILT FENCE PROTECTION IN
DITCHES WITH INTERMITTENT FLOW



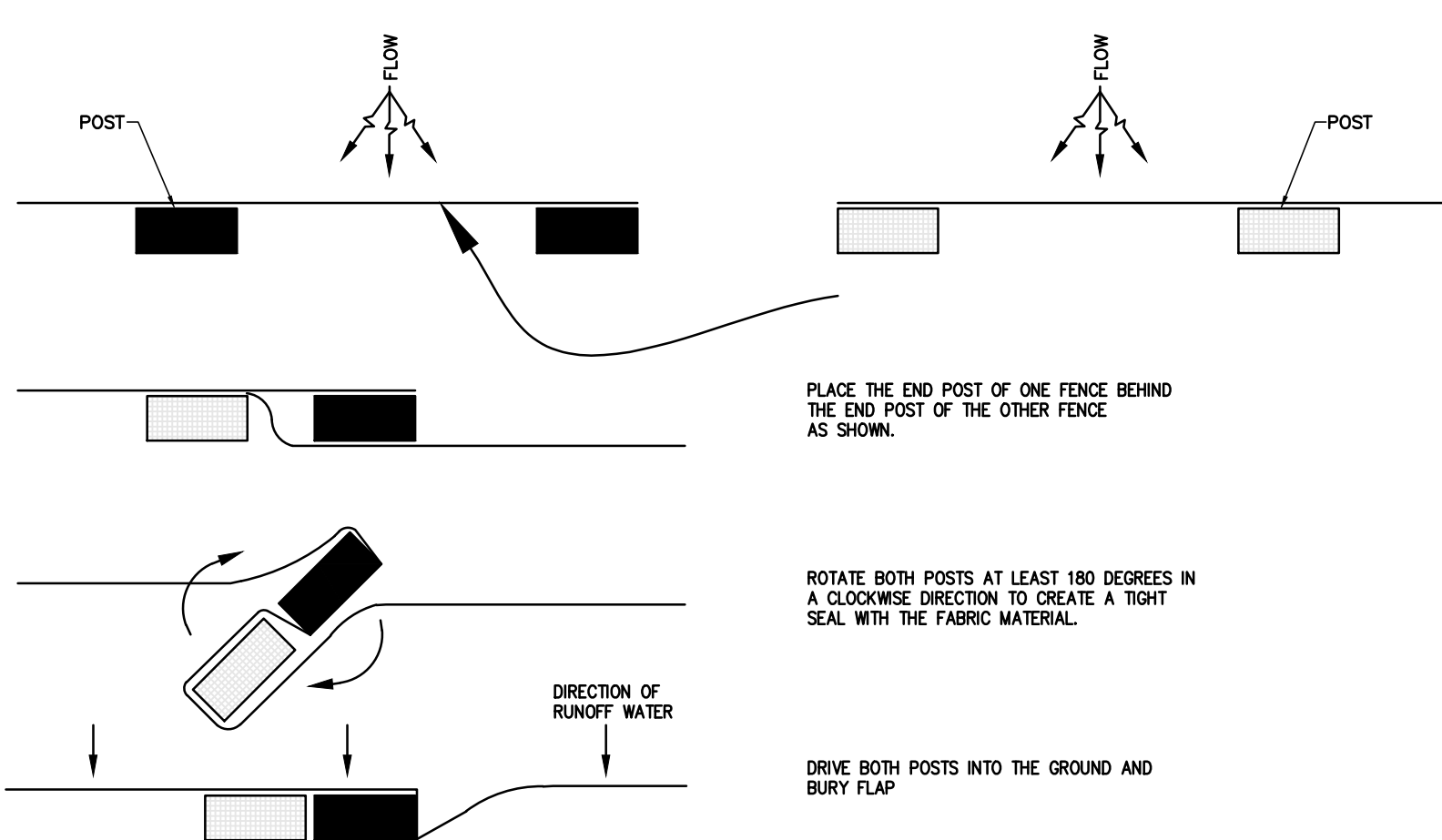
SILT FENCE PROTECTION
AROUND DITCH BOTTOM INLETS

SILT FENCE APPLICATIONS (TYP.)

NOTES FOR SILT FENCES:

1- TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1, SHEET 1 OF 2010 FDOT DESIGN STANDARDS INDEX 102.

2- TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25 FEET. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.



3- DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

4- WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

SEDIMENT BARRIERS (TYP.)
OR APPROVED ALTERNATIVE

IMPROVEMENTS FOR:
**NBV
COMMUNITY
PARK**

ADDRESS:
7540 E TREASURE DR,
NORTH BAY VILLAGE,
FL 33141

OFFICIALLY SUBMITTED FOR

- ☐ SCHEMATIC DESIGN
☐ DESIGN DEVELOPMENT
☐ CONSTRUCTION DOCUMENTS
☐ BIDDING
☐ PERMIT SET
☐ CONSTRUCTION SET
☐ REVISIONS
☐ RECORD SET

REVISION #

DATE: 07/03/2025
DRAWN: A.A.
DESIGN BY: A.A.
PROJECT NO.: 22020007

SHEET TITLE
**EROSION
CONTROL
DETAILS**

SHEET NO.

C-15

Brindley Pieters & Associates, Inc.

REVIEWED FOR CODE COMPLIANCE
CIVIL

Reviewer: Michael R. Harter

Date 10/14/2025