

TOWN OF BAY HARBOR ISLANDS

June 9, 2021

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE – HYBRID MEETING

The Town of Bay Harbor Islands Town Council will take place in a Hybrid format where a quorum of the Town Council will be physically present at the Town Hall Council Chambers. Members of the public are welcome to participate in person or virtually via the Zoom platform.

Zoom Link: <https://zoom.us/j/92376201394>

Meeting ID: 923 7620 1394

To request to speak during Zoom Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

Members of the Public may also be admitted to the Council Chambers in person, for Public Comment, subject to social distancing and facial covering.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

For higher quality, dial a number based on your current location.

US: 1 646 558 8656 or 1 301 715 8592 or 1 312 626 6799

Meeting ID: 923 7620 1394

Participant ID: Press the # key

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via e-mail to the Office of the Town Clerk at achang@bayharborislands-fl.gov

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Legislative Update - Lobbyist David Caserta
2. Student of the Year Award
Miami Beach Senior High School - Luciana Ruggiero

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

TOWN CLERK'S REPORT

TOWN ATTORNEY'S REPORT

3. Legislative Report - Florida House of Representatives, Joseph Geller

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4. **Consideration and Approval** of the following Meeting Minutes:
 - a. February 10, 2021 - Regular Council Meeting
 - b. March 10, 2021 - Public Hearing
5. **Consideration and Approval** of a resolution requested by Council Member Leonard to designate June 19th "Juneteenth" as an official Town Holiday. Enclosed is a copy of the proposed resolution.
6. **Consideration and Approval** of a resolution requested by Council Member Leonard urging the Miami-Dade County Public School Board to allow the Town to designate a School Based Law Enforcement Officer at the Ruth K. Broad Bay Harbor K-8 center for the 2021 / 2022 school year. Enclosed is a copy of the proposed resolution.
7. **Consideration and Approval** of a resolution amending the fee schedule for the Building Department's Activities and permits. Enclosed is a copy of the proposed resolution.
8. **Consideration and Approval** of a resolution authorizing the Town Manager to allocate and expend the American Rescue Plan Covid-19 Relief Funds in the amount of \$2,434,347. Enclosed is a copy of the proposed resolution.

9. **Consideration and approval** to issue a Request for Proposals (RFP) BC-157 to replace the high voltage electrical conduit, bracketing, and power cable on the north side of the Intra Coastal Waterway Bridge (Bridge No. 875101). Enclosed is a copy of the proposed Request for Proposal Packet.
10. **Consideration and Approval** to piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance Inc. (DBA All County Paving Inc.) in the amount of \$272,927.25 for the Milling and Paving of the East Island Internal Streets pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.
11. **Consideration and Approval** to extend the Program Grant Agreement for Address Verification Plan between the Town and the School Board of Miami-Dade County for the 2021/2022 School Year. Enclosed is a copy of the request for extension request and other supporting documents.
12. **Consideration and approval** to piggyback off the Sourcewell Contract #130356-GVR with SGI Builders, Inc. in the amount of \$29,794.44 for the purchase and installation of a new fuel dispenser system for the Town fleet, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposal provided by SGI Builders, Inc.
13. **Consideration and Approval** to piggyback off the City of Fort Lauderdale's Continuing Services Contract with Team Contracting, Inc. for Continuing Services Annual Concrete and Asphalt for the repairs of the existing sidewalk, driveway and roadway in front of Fire Station 76 on 95th Street, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.
14. **Consideration and Approval** to piggyback off the Town of Palmetto Bay contract with CentralSquare Technologies, LLC in the amount of \$201,180 for the software upgrade to the Business Tax Receipt, Code Compliance and Building Permits Programs, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposed agreement.
15. **Consideration and approval** of the General Ledger and Manual Journal Entries Policy. Enclosed is a copy of the proposed policy and Memorandum provided by Finance Director Peter Kajokas.
16. **Consideration and Approval** to piggyback off the City of Miami Gardens' Contract with Imperial Electric Inc. (ITB No. 16-17-029) to procure and install a solar powered lighting system for all four Town Parks in the amount of \$116,988, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.
17. **Consideration and Approval** to piggyback off Miami-Dade County Contract No 8254-1/22-1 with Blue Digital Inc. in the amount of \$36,081.49 for records scanning service, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposed agreement and the cost estimates for the project.
18. **Consideration and Approval** of an Agreement between the Town of Bay Harbor Islands and Miami Shores for the usage by the residents of Miami Shore's Aquatic Facilities. Enclosed is a copy of the proposed agreement.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

19. **Consideration** and **approval** of an ordinance on **second** reading amending Section 23-21(e) of the Town Code to modify the Kane Concourse setback requirements for ground level restaurants and certain weatherization. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE GATEWAY (G) ZONING DISTRICT, AMENDING SECTION 23-21(e) OF THE CODE OF ORDINANCES TO MODIFY THE KANE CONCOURSE SETBACK REQUIREMENTS FOR GROUND LEVEL RESTAURANTS AND CERTAIN WEATHERIZATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

20. **Consideration** and **Approval** of an ordinance on **first** reading requested by Council Member Bruder amending Chapter 12 of the Town Code to modify the decibel noise limits allowed in the Town. Enclosed is a copy of the proposed ordinance and staff report prepared by Town Planner Michael Miller.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO NOISE AND MAXIMUM DECIBEL ALLOWANCES; AMENDING ARTICLE II OF CHAPTER 12 OF THE CODE TO MODIFY THE DECIBEL NOISE LIMITS ALLOWED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

21. **Consideration** and **Approval** of an ordinance on **first** reading approving Budget Amendment No. 2 for the 2020/2021 Fiscal Year. Enclosed is a copy of the proposed ordinance and other supporting documents.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approval

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

22. **Consideration and possible action** of a request by N/R Wharton Kane Concourse Property Owner, LLC for an assignment of Development Agreement for the property located at 1177 Kane Concourse. Enclosed is a copy of the proposed agreement.

STAFF RECOMMENDATION: Council Discretion

23. **Consideration and possible action** of a contract award for Tennis Professional services to Caniza Tennis Instructors, Inc. for a three (3) year term. Enclosed are copies the proposal received.

STAFF RECOMMENDATION: Approval

24. **Discussion and possible action** regarding the remodel of the interior of Town Hall. Enclosed are renderings, estimated costs, and some options for discussion.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

25. **Discussion and Possible Action** requested by Mayor Fuller with regards to the Planning and Zoning Board's scope and review process. Enclosed is a copy of Section 5-23.1 of the Town Code.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 2.

ITEM:

Student of the Year Award
Miami Beach Senior High School - Luciana Ruggiero

DESCRIPTION:

Each year at Miami Beach Senior High School, a Senior is chosen as “Student of the Year”. The selected student receives an Award and scholarship. This year’s recipient is Miami Beach Senior High School student Luciana Ruggiero.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 4.

ITEM:

Consideration and Approval of the following Meeting Minutes:

- a. February 10, 2021 - Regular Council Meeting
- b. March 10, 2021 - Public Hearing

DESCRIPTION:

Consideration and Approval of the following Meeting Minutes:

- a. February 10, 2021 - Regular Council Meeting
- b. March 10, 2021 - Public Hearing

Enclosed are copies of the reference Meeting Minutes.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

- 1. 2.10.2021 REG DRAFT
- 2. 03.10.21 PH DRAFT

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A VIRTUAL REGULAR COUNCIL MEETING**

A Virtual Special Meeting of the Town Council was held on Wednesday, February 10th, 2021 at 6:03 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Isaac Salver	

Council Member Elizabeth Tricoche was absent.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Yaffe requested to defer Items 17 and 18.

Mayor Bruder asked that Item 20 be withdrawn temporarily, at the request of Council Member Tricoche.

Council Member Leonard requested discussion items for “Undergrounding FPL lines” and “Offering a Gun Safety Program in conjunction with Miami-Dade Public Schools” be placed on the next agenda.

Council Member Yaffe requested discussion items for “Tot Lot Lighting” and “Park Opening” be placed on the next agenda.

Mayor Bruder asked that the balance of Park Impact Fees be provided and that “Updating the Town’s Code” in line with changes to the new FEMA regulations be placed on the next agenda for discussion.

Interim Town Clerk Chang requested Items 2, 3, and 4 be deferred at the request of Kathleen Kennedy, Committee Chair, who would like to give a report, and was not present at the meeting.

Vice Mayor Fuller informed the Council that Mrs. Kennedy was not present at the meeting, because she lost a friend to COVID19. He expressed his condolences.

- 19. Discussion and possible action requested by Mayor Bruder regarding the selection and appointment of a Town Attorney. Enclosed are copies of the proposals submitted on the recent RFP for professional legal services.**

Item 19 was moved out of order by consensus of the Town Council.

Discussion took place regarding the process for selecting a Town Attorney; having the opportunity to interview applicants in Special Meetings; the RFP not specifying a selection process; adhering to the Cone of Silence to interview applicants in open, publicly noticed meetings; questioning the firms about any additional cost to get up to speed on FAA litigation; having a second individual follow up meeting; having each firm gives timed presentations followed by question and answer session from the public and from the Council; announcing on Town's website and on Facebook for questions from the public to be asked of the attorney applicants in advance of the meeting; conducting interviews via Zoom meeting; council as a whole interviewing applicants; and possibly interviewing and selecting at the same meeting; and narrowing the firms.

The Council reached a consensus to interview the different law firms in a public meeting and directing staff to advertise for written questions from the public in advance, to be answered by the law firms; presentations by the law firms; questions by the town Council; and, if necessary, a second publicly noticed meeting will be scheduled to follow up and/or a vote on the matter.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported that FPL will be repairing the damage conduit and powerline at no cost to the Town. The Town Council previously approved \$27,450 to Lake Engineering for the project.

TOWN ATTORNEY'S REPORT

Town Attorney Simone reported that Smart Car in Block 11 have agreed to bring their parking violation fees in line with what the Town and Miami-Dade County charges, effective today, resulting in a uniform method of parking throughout the Town.

Council Member Reid stated that as part of the agreement, Smart Car was not to issue tickets for disabled parking and there was to be no booting and towing. She asked the Town Attorney if an unpaid citation can be referred to collection and a lien be placed on the car. Town Attorney Simone explained these violations are not enforceable in the same manner and method as the Town's, which are enforceable. However, citations issued by Smart Car are subject to collections. He added that Smart Car would have the sole discretion and authority to try to enforce the Notices of Violation the same as someone trying to collect monies from another person; but they are not enforceable like the citations issued by the Town that go through legal channels.

Council Member Yaffe referred to a complaint he received regarding parking in Block 11, where somebody with a hang tag, which does not require a parking fee, was ticketed, not knowing the area was private parking, as signage is non-existent. He stated that the matter needs to be revisited, terminating the arrangement if possible; if the property owner is not willing to place appropriate signs to inform people they are parking in private parking. He stated that they should issue warnings to people who use handicapped signs or hang tags letting them know the area is private parking, and they would have to park elsewhere.

Mayor Bruder suggested that the company appear before the Town Council next month to be made aware that the program is not working for the Town.

Council Member Jordan mentioned that the company was given a year; and he asked the Town Attorney if the matter could be revisited before that time.

Town Attorney Simone mentioned his opinion to the Town Council as to whether the Town had informed consent, since much of the agreement was redacted; and a lot of information was not provided. He felt that the Town can move to undo the agreement based upon the lack of full, informed consent; of which the company is aware. Or the company can be asked to appear at the Council Meeting for these issues to be discussed with them.

Mayor Bruder asked if anyone was interested in rescinding the contract.

Vice Mayor Fuller stated that one of the requirements of the agreement was to provide proper signage, indicating each individual sign, the distance between the number of signs, and the location of the signs; which were to be included in the contract; and booting was not allowed. He clarified that with regards to enforcement on properties and trying to collect a debt, that one may be opening themselves up to attorney's fees and cost, if the process is done improperly.

Deputy Town Clerk Chang clarified that a Business Tax Receipt was issued to the company with conditions that there was to be no vehicle immobilization, such as booting.

Town Attorney Simone advised that the matter should be added to a Council Meeting for discussion, because it was not notice was not provided to the property owner and to the parking service.

Mayor Bruder asked that the matter be brought back to the Town Council next month, and that the company be notified of the possibility of having their contract rescinded by the Council.

Council Member Jordon asked if the Council is required to vote to rescind the BTR if the terms of the agreement the Council agreed upon are violated, or if it can be done administratively.

Town Attorney Simone explained that rescinding the agreement requires an act of the Council since it was given by the Council.

Town Attorney Simone further reported that petitions were filed, and meetings were held with lawyers handling the private petitions for the FAA matter. He stated that there was a lot more cooperation. Also, the FAA released a neighborhood analysis, which included decibel levels that they found acceptable, which are low and do not represent what is presently happening; and there will be additional arguments based on this information.

Council Member Leonard spoke about the number of helicopters currently flying over Bay Harbor Islands.

Vice Mayor Fuller reported that the firm of Becker & Poliakoff was hired as the federal lobbyist to represent the Town on the FAA matter; and he has been having weekly meetings with them. Additionally, he and the Town Manager have had discussions with them on how to proceed; had multiple conversations with Council Members from neighboring cities and everybody is on board for the most part. He also met with Miami-Dade Commissioner Sally Heyman regarding the FAA matter, who is trying to push the communities to work together. Efforts are being made to see what can be done to force the FAA back to the old plan. The FAA matter addresses plans, helicopters, banner planes coming out of Perry Airport, and cargo planes.

Town Attorney Simone reported that a Demand Letter was sent to the Meat Bar reminding them of their outdoor café permit and advising them they were breaching its terms by being a nuisance in obstructing the sidewalk. Their attorney wants to work with the Town and is trying to enforce the regulations, which are difficult to do. They suggested paying one of the Town's off-duty Police officers to enforce the regulations, as they have tried to comply, but cannot remove people from the premises. Chief Diaz thought it was improper to have a Town Officer enforce the company's rules; so, a suggestion was made for them to hire private security.

Vice Mayor Fuller concurred that the company should pay for private security. He suggested that they call the Town's police, as needed; and that the police officers should stop by more frequently,

Mayor Bruder concurred to the Meat Bar hiring private security, especially with overflow of their patrons onto other businesses.

Council Member Leonard expressed concern about many congregating outside of the restaurants. He suggested blocking off parking spaces to temporarily be used for people to congregate and socially distance. Vice Mayor Fuller expressed concern to the Town being held liable for inviting people to be on the public street if anything should happen.

Council Member Yaffe concurred that private security should be utilized. He stated that he had received a lot of complaints about the Meat Bar with the placement of tables; not having a walkway; people congregating at tables or visiting each other's tables and blocking the sidewalks so that pedestrians have to walk through a lot of massless people.

PUBLIC COMMENT

Former Mayor Linda Zilber, 1235 – 95th Street, spoke about tables being in front of the walkway, and not wanting to walk through a crowd of people who are not wearing masks.

Francis Neu hut, 1060 Kane Concourse, spoke in opposition to private security guards in the Town carrying guns and the need for a discussion limiting tax exempted religious day schools and institutions.

TOWN CLERK'S REPORT

Announcement of a Public Hearing scheduled for March 10, 2021 at 6:00 p.m. to discuss a request for Brownfield Area Designation for property located at 1000 Kane Concourse, Bay Harbor Islands, Florida 33154.

Deputy Town Clerk Chang announced a March 10th Public Hearing to hear public comments regarding the Brownfield Area Designation request.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Leonard thanked his fellow Council Members for attending the meeting; and urged them to stay safe.

Council Member Yaffe reported on his attendance at Miami-Dade County League of Cities bi-weekly meetings.

Rabbi Shagalov requested assistance from the Town Council to allow a Rack of Clothing to remain outside of his store or permission for something else to draw people into the store.

Discussion ensued on ways to provide accommodation to the businesses so that they can thrive during COVID19; temporarily suspending Code requirements, and allowing one clothing rack outside for retail stores, as long as there is no obstruction; working within the Code to permit and help businesses; providing uniform regulations applicable to all retail owners; allowing sandwich signs similar to those allowed for restaurants; waiving Code compliance fines; finding ways to allow relief to all retail businesses specific to each industry that can put either the Sandwich Sign Board, one rack of clothing; or whatever applies that doesn't obstruct the walkway; bringing the matter to the Council if formal action is required; and making changes retroactively.

The Town Council reached a consensus that an Executive Order, applicable during the State of Emergency, be drafted for signature by the Mayor, allowing all retail stores to have some manner of display of a certain dimension in front of their businesses, so long as the walkway in front of the business is not obstructed. The measure will be revisited in six months; and be extended if the pandemic still exists.

Council Member Reid commended staff for the great job with COVID measures, such as testing and applying for the Town to be a vaccination site. She suggested the Town conducts outreach to homebound seniors for them to call 311 to possibly get vaccinated at their homes, like services being conducted by Miami-Dade County and some other cities. She spoke about citizens writing to their legislatures in opposition to potential regulations where the Town could be prohibited from regulating Short Term Vacation Rentals. She further addressed recent killings and injuries to FBI agents and law enforcement officers, and recognized law enforcement personnel as heroes. She mentioned a contract that was negotiated for Police Officers.

Vice Mayor Fuller reported on a pressure cleaning job being done over the weekend where paint chips were flying off the building into the drainage and into the street. He suggested that there be continued enforcement to ensure the company is aware of their responsibility to clean up properly at their own expense and not flush paint chips into the bay, to avoid environmental issues.

Council Member Yaffe referred to the low-level tape that was placed around the property and suggested that there should be supervision for this type of job.

Town Manager Lasday informed the Council that she authorized the weekend work at the request of the company who wanted to do the job quickly, due to traffic during the week.

Vice Mayor Fuller referred to pipeline repair work being done by TECO on the west of the island, where the work is done below grade and forms puddles of water. Vice Mayor Fuller requested that TECO be advised to perform the final repair back to the right level, as the final product is usually below grade, where it looks different and form puddles of water.

Public Works Director Douglas Armstrong explained that most of the work done by TECO is on an emergency basis; therefore, permits are not issued. However, work on new service requires a permit.

Mayor Bruder requested that the Town promote website assistance for seniors by staff at the Town's Community Center to help twice per week during the day, so they can obtain information on getting vaccinated.

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rules. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

PUBLIC COMMENT

Former Mayor Linda Zilber, 1235 – St., thanked Town Clerk Marlene Siegel for her assistance.

PUBLIC COMMENT CLOSED

COMMITTEE REPORTS:

2. Consideration of a recommendation from the Parks and Recreation Committee to designate the 92nd Street Park as the Doris Marano Park.
3. Consideration of recommendation from the Parks and Recreation Committee to renovate the 98th Street Dog Park.
4. Consideration of a recommendation from the Parks and Recreation Committee to explore ADA compliant equipment for all Town parks.

Items 2, 3, and 4 were deferred.

CONSENT AGENDA: (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

5. Approval of the following meeting Minutes:
 - a. July 22, 2020 - Special Council Meeting
 - b. July 30, 2020 - Special Council Meeting
 - c. August 3, 2020 - Special Council Meeting
 - d. August 6, 2020 - Special Council Meeting
6. Consideration and Approval of a resolution requested by Council Member Leonard condemning hate and extremism.
7. Consideration and approval for renewal of a Mutual Aid Agreement between the Town of Surfside Police Department and the Town of Bay Harbor Islands Police Department.
8. Consideration and Approval of a Mutual Aid Agreement between the Bay Harbor Islands Police Department and the City of North Miami Beach Police Department.
9. Consideration and Approval of a Vaccination Site Agreement (COVID-19) between the Town and the State of Florida, Department of Health and the Miami Dade County Health Department to set forth guidance for the Town designation as an Open Point of Administration ("POA") Vaccination site. Enclosed is a copy of the proposed agreement.

ACTION: Council Member Leonard made a motion to approve the Consent Agenda. Council Member Reid seconded the motion, and it passed by a unanimous vote.

ORDINANCES ON SECOND READING:

10. **Consideration and Approval of an ordinance on second reading providing for local implementation of the mandatory year-round landscape irrigation conservation measures rule of the South Florida Water Management District. Enclosed is a copy of the proposed ordinance.**

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR CODIFICATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Leonard made a motion to approve the ordinance on second reading. Mayor Bruder seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

11. **Consideration and Approval of an ordinance on first reading requested by Council Member Leonard amending Chapter 24 of the Town Code relating to Florida friendly fertilizer use within the Town. Enclosed is a copy of the proposed ordinance.**

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN OF BAY HARBOR ISLANDS CODE, ENTITLED "PROPERTY MAINTENANCE STANDARDS" TO CREATE SECTION 24-16.1 THEREOF, TO BE ENTITLED "USE OF FERTILIZER," RELATING TO FLORIDA-FRIENDLY FERTILIZER USE WITHIN THE TOWN OF BAY HARBOR ISLANDS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

ACTION: Council Member Leonard made a motion to approve the ordinance on first reading. Mayor Bruder seconded the motion and it passed by unanimous poll vote.

12. **Consideration and Approval of an ordinance on first reading approving Budget Amendment No. 1 for the 2020/2021 Fiscal Year. Enclosed is a copy of the proposed ordinance and other supporting documents.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Francis Neuhut, 1060 Kane Concourse, inquired about funds from TDR's.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the Ordinance on first reading. Mayor Bruder seconded the motion, and it passed by a unanimous poll vote.

TOWN MANAGER ITEMS: (Town business items requiring Council approval)

13. **Consideration and approval to award \$185,500.00 to Kimley-Horn Engineering to provide a scope and fee proposal request for upsizing from 15" to 18" the Town's sanitary sewer main from manhole 66 (9600 block of Bay Harbor Terrace) to the Town's main lift station. Kimley-Horn has lowered their price for this service from \$217,500.00, the price presented to the Council on January 13, 2021. This is a reduction of \$32,000.00. Details and attachments are provided.**

ACTION: Council Member Leonard made a motion to approve the item. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

14. **Consideration and approval of a Scope and Fee proposal by Lakes Engineering in the amount of \$258,000.00 to provide the Town with inspection, design, pre and post-bid services, bid analysis, contractor recommendation, and CEI services for repairs to the ICW Bridge identified in the Annual Bridge Inspection Report conducted by Marlin Engineering in January of 2020. Enclosed are copies of the proposal.**

ACTION: Council Member Leonard made a motion to approve the item. Council Member Reid seconded the motion, and it passed by unanimous poll vote.

15. **Consideration and approval to extend the current contract with LMK Pipe Renewal, LLC, until September 30, 2021, in the amount of \$250,000.00 to continue lining sewer laterals throughout the Town.**

ACTION: Council Member Leonard made a motion to approve the item. Council Member Reid seconded the motion, and it passed by unanimous poll vote.

- 16. Consideration and approval for a two-year extension of contract BHI -183: Landscape and Irrigation Maintenance to BrightView Landscaping Services. BrightView has worked closely with Town Staff over the past three months to improve their service. Attached is a formal written request from BrightView and a letter stating the actions they have taken to improve their services to the Town.**

ACTION: Council Member Leonard made a motion to approve the item. Council Member Yaffe seconded the motion and it passed by unanimous vote.

- 17. Consideration and Approval of award of contract in the amount of \$77,325 to Calvin Giordano & Associates to redesign the 92nd Street Park. Attached is a copy of the proposal.**

This item was deferred to the next meeting.

- 18. Consideration and Approval of award of contract in the amount of \$77,625 to Calvin Giordano & Associates for professional design services of the waterfront property located at 9600 West Bay Harbor Drive. Enclosed is a copy of the proposal submitted by Calvin, Giordano & Associates.**

This item was deferred to the next meeting.

DISCUSSION ITEMS:

- 20. Discussion and direction requested by staff with regard to East Island Illumination of the Town Parks. This was an item requested by Council Member Tricoche. Attached is a proposal that staff requested from Calvin & Giordano for lighting design of the 92nd Street, 98 Street and 95 Street Parks.**

This item was deferred to the next meeting.

- 21. Discussion requested by Council Member Yaffe regarding the outdoor seating agreements for restaurants. Enclosed is a copy of the Town Code and other supporting documents.**

Council Member Yaffe expressed concern with the difficulty in enforcing the outdoor regulations and violation of the related agreements by restaurants blocking pedestrian access. He requested that the Town Attorney review the agreements to ensure they are appropriate, sufficient, unilateral for all business, with enough enforcement provisions. He suggested that the Town enforce the agreements more aggressively.

Council Member Reid spoke about relaxing the requirements by allowing restaurant tables to remain on the private properties where necessary, with no hazardous conditions, but requiring them to be removed from Kane Concourse, FDOT easement. She suggested allowing banner signs.

PUBLIC COMMENT

Frances Neuhtut, 1060 Kane Concourse, reminded the Council to treat all businesses equally.

The Council reached a consensus on allowing restaurant tables to remain outside, if they do not block entrances, the walkway, fire exits, ADA, except on Kane Concourse. The Town Attorney will provide regulations accordingly.

PUBLIC COMMENT CLOSED

- 22. Presentation requested by One Kane Concourse, LLC for the purpose of discussing possible site plan modifications to the property located at 9551 E. Bay Harbor Drive. The proposed modifications would require code amendments to the setbacks, rooftop use and inclusion of portico for the Gateway property. Enclosed is a copy of the submittal from Mr. Joseph Geller and a staff report provided by Town Planner Michael Miller.**

Town Planner Michael Miller provided a brief history of the site plans that were approved for commercial development with subsequent extensions and modifications. The following modifications are now being requested.

- 1.) Extension of the canopy, further out over the entire driveway, at the East Bay Harbor Drive frontage in the drop off area for the building and the restaurant.
- 2.) Closing in the veranda next to the building permanently to make it airconditioned space with tables. The Zoning Code requires a 20-foot setback from the water.

Mr. Miller discussed that a revision to the Zoning Code would be required to accomplish this request, or some type of roll down can be allowed during inclement weather; or something from the canopy, to fully cover the veranda.

- 3.) On Kane Concourse, the main building setback has a 20-foot main building setback and a 30-foot pedestrian corridor, 10' of which is on the bridge with walkway. Request for seating in the small outdoor area next to the building and close in the area permanently with airconditioned space to provide additional square footage in the building, which would require a code amendment for the 20' setback.

Mr. Miller explained that is change would require an amendment to the code for the 20' setback. He stated that they could also extend the canopy and have roll down windows for temporary seating if they had overflows.

4.) The trellis on the roof is allowed as an accessory use. The code limits the height to 10 feet above the deck. The applicant is requesting to raise that up to 15 feet. The canopy that was approved extend almost to the edge of the building and they are requesting to enclose that area to create a restaurant on the roof; which pose a problem with the charter as permanent business operations are not allowed on the rooftop; and there are restrictions on hours of operation, noise, and lighting.

There was discussion by the Town Council and presentation by counsel for the applicant Joseph S. Geller with Greenspoon, Marder LLP, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, FL 33301: provision of a Hold Harmless Indemnification letter holding the town harmless, when repairs are being done on the bridge, considering the property's close proximity to the bridge; counsel for the applicant agreeing to indemnify the town from liability if damage is done within the remaining 10' feet of the property; clarification that the applicant is requesting the ability to provide open air structure, not to enclose the rooftop and rear area of the restaurant; clarification that the applicant is requesting to extend the canopy to the railings to provide protection from inclement weather, which can be done by code; provision of noise barrier on the southside of the property; an amendment required by the Town Code to raise the trellis from 10 to 15 feet; any amendment to the Code should apply to all gateway properties; opposition to raising the height requirement; assurance that the property will be a "green building", opposition to giving up setbacks; and extension of pergola over entire driveway.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, opposed the proposed changes; expressed concern about flooding in the Gateway; and felt that this matter should be addressed by the Planning & Zoning Board.

Linda Zilber, 1235 Kane Concourse, spoke in favor of the Tauber's. She did not think noise from the project would be a problem.

The Town Council reached a consensus that staff is to address those issues that can be accomplished administratively and submit those items that require code amendment to the council at its next meeting. Marketing for the new restaurant will include the Town of Bay Harbor Islands.

PUBLIC COMMENT CLOSED

There being no further business to address the meeting was adjourned at 10:09 P.M.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A PUBLIC HEARING**

A Public Hearing of the Town Council was held on Tuesday, March 10th, 2021 at 6:00 P.M. through the ZOOM Platform. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Robert Yaffe	Council Member Elizabeth Tricoche

Discussion for the purpose of hearing any public comment with respect to a request from CBS Realty Holding, LLC for designation of the property located at 1000 Kane Concourse, Bay Harbor Islands, Florida 33154 as Brownfield Area pursuant to Section 376.80(2)(c), Florida Statutes. Enclosed is a copy of the applicant request and staff report provided by Town Planner Michael Miller.

- 1. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PROVIDING FINDINGS; DESIGNATING A BROWNFIELD AREA WITHIN THE TOWN FOR REAL PROPERTY LOCATED AT 1000 KANE CONCOURSE, BAY HARBOR ISLANDS, FLORIDA, AS DEPICTED ON EXHIBIT "A" AND LEGALLY DESCRIBED ON EXHIBIT "B", FOR THE PURPOSES OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND ECONOMIC DEVELOPMENT; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Tricoche moved the item for discussion and Council Member Leonard seconded the motion.

Vice Mayor Fuller pointed out improper language in the eligibility statement in the application which refers to the company engaging local labor from Bay Harbor and purchasing construction materials from Bay Harbor, which will result in them obtaining credit, for their people shopping on Kane Concourse and purchasing materials from the town.

Council Member Salver questioned the conflicting ownership information and requested a copy of the agreement to see who the members of the LLC are, as the applicant is an LLC, real estate corporation, but the documents show Church by the Sea as the manager. He expressed concern about the timeline of the Brownfield application at this time when there have been ongoing activities at the site for a year now and the applicant has just applied for the special designation as a Brownfield. He expressed concern to the lack of transparency of the entire process with the applicant just now appearing before the council for this designation that is going to benefit them monetarily, which could be detrimental to the town by way of tax credits.

Council Member Leonard commented that the gas station on the causeway, the tank behind government center, and the community center parcels are all Brownfield designation sites. He explained the Brownfield designation for the site because chemicals and pollutants have seeped into the ground from oil changes and work on cars by the Cadillac dealership that was previously there. He stated that there is immense benefit to the town; the applicant is remediating the issue by making the parcel a Brownfield and accessing the money from the State level. He mentioned that there is grant money for testing and loan money for remediation. Additionally, they are making a property with pollutants better for the community, as well as being sustainable.

Mayor Bruder inquired about responsibility for cleanup of the property.

Town Attorney Simone stated that work on the property is being done pursuant to a Building Permit, which is reviewed by the Building Department.

Council Member Leonard asked about the benefits to the applicant and why they have agreed to remediate the issue; and why they were applying now and not before construction commenced.

Brett Brumund, Goldstein Environmental Law, 2100 Ponce De Leon Boulevard, Coral Gables, Florida, counsel for the applicant, explained the purpose of the Brownfield Development Program to mitigate environmental risks; to help local government encourage the voluntary cleanup of land, where developers who are interested in developing the properties do not play a role in causing the contamination. He stated that they initially submitted the property designation request in October, and work had already been done at that point. He explained that there are costs incurred that would be eligible for voluntary benefit tax credit from the State. The Florida Department of Environmental Regulation oversees the cleaning of the project, with local oversight of all cleanups by Miami-Dade County DERM at the local level. The petroleum impacts have been addressed and some areas of soil impacted by arsenic remains to be addressed. The Sole Management Plan has been approved by Miami-Dade County approved the Soil Management Plan; and there is remaining work to encapsulate any remaining contamination beneath an engineer's control. He clarified that he was representing CBS Holding Realty, who is affiliated with Church by the Sea.

Council Member Tricoche asked about negative impacts to the town from approving the Brownfield designation.

Mr. Brumund responded that the petroleum issues have been addressed.

Town Counsel Simone responded that he did not see a disadvantage or adverse impacts to the town by permitting the Brownfield designation. He spoke about the benefit to the town and adjacent property owners of having the property cleaned of its contaminants.

Council Member Salver stated that there are certain tax credits available to the applicant; and he was concerned about the effect these credits might have on the income for the town. He noted that a nonprofit LLC owns the land, and representation has been made that its Church by the Sea, but it looks like a privately held LLC.

Mr. Brumund clarified that Church by the Sea is the sole member of the LLC. In response to comments about the tax credit, he explained that a corporate income tax credit is given by the state, and eligibility for those credits requires entering into a Brownfield Rehabilitation Agreement with Miami-Dade County. He added that if the designation is approved, it does not have any impact on the town, except being in the town's limit and provisions of the Florida Statute allow for naming the area without the Brownfield name. If the designation is approved, the applicant will enter into the agreement and future remediation will be between the applicant and Miami-Dade County. He explained that the actual tax credit process is done through an annual application with the Florida Department of Environmental Protection.

Council Member Jordan requested an amendment to the verbiage in the application as noted by Mayor Fuller; and Council Member Tricoche accepted the amendment.

Council Member Salver stated that Sunbiz lists Church by the Sea as the Manager, not as a member.

Council Member Tricoche amended the motion to include revised language. Council Member Jordan seconded the amendment.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, spoke about the company avoiding taxes, waiting long to request the Brownfield designation, contaminated soil on the property.

Kathleen Kennedy, 9180 West Bay Harbor Drive, stated that she contacted DERM about smell of chemicals from property. She spoke about the construction blocking the sidewalk.

Linda Zilber, 1231 95th Street, commented that the company will receive benefits, but the town will have a cleaner field and a cleaner place.

PUBLIC COMMENT CLOSED

Mayor Bruder requested that the applicant provide a listing of the active members of the corporation.

Mr. Brumund clarified that Church by the Sea, Inc. is the managing member of the LLC; and he will provide document with that information. Additionally, he will revise the request eligibility statement to remove language as requested.

ACTION: Council Member Tricoche made a motion requiring the applicant to revise the information on the eligibility statement in the application to remove language stating that the company will be purchasing items from Bay Harbor Islands' businesses, from Bay Harbor Islands' residents, will be engaging Bay Harbor Islands' residents for employment, and getting materials from Bay Harbor Islands. Council Member Leonard seconded the motion, and it passed by a unanimous vote.

There being no further business to discuss, the meeting was adjourned at 6:52 P.M.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution requested by Council Member Leonard to designate June 19th "Juneteenth" as an official Town Holiday. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is being sponsored by Council Member Leonard to designate June 19th "Juneteenth" as an official Town Holiday.

Juneteenth commemorates the day freedom was proclaimed to all slaves in the South by Union General Gordon Granger, on June 19, 1865 in Galveston, Texas, more than 2 1/2 years after the signing of the Emancipation Proclamation by President Abraham Lincoln.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

It is estimated to cost the Town an additional \$10,000 - \$12,000 to add June 19th to the list of Town's official holidays.

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

1. JUNETEENTH RESO_05.25.2021

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; DESIGNATING JUNETEENTH AS AN OFFICIAL HOLIDAY OF THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, for more than 143 years, Juneteenth National Freedom Day, also known as Emancipation Day, Emancipation Celebration, Freedom Day, Juneteenth Independence Day and Juneteenth, has been one of the most recognized African-American holiday observances in the United States; and

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all slaves in the South by Union General Gordon Granger, on June 19, 1865 in Galveston, Texas, more than 2 1/2 years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, Juneteenth commemorates the determination of the first people from Africa, approximately 11,500,000 of whom survived the awful voyages across the Atlantic and who were brought to this country to serve as slaves and whose descendants served as slaves for 200 years before the horrific system was abolished; and

WHEREAS, over 130 years after the Emancipation Proclamation and after years of informal annual celebration, Juneteenth was finally officially recognized in 1997 as Juneteenth Independence Day in America by the President of the United States and the United States Congress in the first session of the 105th Congress with bipartisan cooperation in Senate Joint Resolution 11 and House Joint Resolution 56; and

WHEREAS, "Until All are Free, None are Free" is an oft-repeated maxim that can be used to highlight the significance of the end of the era of slavery in the United States; and

WHEREAS, the National Juneteenth Observance Foundation is sponsoring the premier celebration, concert, worship services and campaign to commemorate what many people consider to be America's 2nd Independence Day Observance, the "19th of June," and to recognize this country's movement towards a "One America"; and

WHEREAS, it is important to continue a dialogue of the realization of what Juneteenth historically means to all Americans, to promote racial healing, reconciliation, restoration and justice; now, therefore, be it

RESOLVED: That We, the Town of Bay Harbor Island's Council, on behalf of the people we represent, support the National Juneteenth Holiday by declaring June 19th as an official Town paid holiday in order to encourage our staff and the people of our community to participate and commemorate the Annual Washington Juneteenth National Holiday.

NOW THEREFORE BE IT RESOLVE THAT THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

- Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this resolution.
- Section 2.** **Approval and Authorization of Town Manager.** The Town Council hereby designates June 19th “Juneteenth” as an official holiday for the Town of Bay Harbor Islands, Florida.
- Section 3.** **Implementation.** The Town Manager is hereby authorized to take any and all actions necessary to implement this Resolution.
- Section 4.** **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of June 2021.

JOSHUA D. FULLER
MAYOR

ATTEST

ALBA L. CHANG
TOWN CLERK

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a resolution requested by Council Member Leonard urging the Miami-Dade County Public School Board to allow the Town to designate a School Based Law Enforcement Officer at the Ruth K. Broad Bay Harbor K-8 center for the 2021 / 2022 school year. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is being sponsored by Council Member Leonard urging the Miami-Dade County School Board to allow the Town to designate a School Based Law Enforcement Officer at the Ruth K. Broad Bay Harbor K-8 Center for the 2021 / 2022 school.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

1. MDCPS_ School Based Law Enforcement - RESO

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; URGING THE SCHOOL BOARD OF MIAMI DADE COUNTY TO ALLOW THE TOWN OF BAY HARBOR ISLANDS TO DESIGNATE A SCHOOL BASED LAW ENFORCEMENT OFFICER FOR THE RUTH K. BROAD K-8 CENTER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the public health, safety, and welfare of the citizens of the Town of Bay Harbor Islands and those coming to the Town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, on October 28, 2020, the Town approved and executed a Memorandum of Understanding for a School Based Law Enforcement Officer (“MOU”) for the 2020 /2021 school year with the School Board of Miami Dade County Public School (“MDCPS”) through Miami Dade School Police Department (“MDSPD”); and

WHEREAS, the intent of both parties to enter into the MOU was to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of school based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools; and

WHEREAS, the Town of Bay Harbor Islands urges the School Board of Miami Dade County to renew and extend the MOU for a School Based Law Enforcement officer for the 2021 / 2022 school year; and

WHEREAS, the Town of Bay Harbor Islands hereby authorizes the Town Manager to take all action necessary to execute a MOU as may it be required to designate a School Based Law Enforcement Officer at the Ruth K. Broad Bay Harbor K-8 Center; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this resolution.

Section 2. **Approval and Authorization of Town Manager.** The Town Manager and other appropriate Town officials are hereby authorized to take all action necessary to execute a Memorandum of Understanding with the School Board of Miami Dade County Public Schools through Miami Dade County School Police Department.

Section 3. **Implementation.** The Town Manager and/or designees are hereby authorized to take any and all actions necessary to implement this Resolution.

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

PASSED and ADOPTED this 9th day of June 2021.

JOSHUA FULLER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a resolution amending the fee schedule for the Building Department's Activities and permits. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution will add the following categories to the Building Department fees:

*** Up Front Processing Fee - 30% of permit fee**

Up-front fee is required at the time of permit application. This fee is required for residential and commercial permits. This fee is non refundable, but is deducted from the cost of the permit.

*** Technology Fee - 10% of permit fee**

A technology fee of 10% of the total Building Permit fee shall be assessed to each permit to enhance the Town's ability to provide state of the art technology to its Building Department customers.

*** Scanning Fee**

A fee charged per page for cost recovery of digitizing permit drawings for electronic plan review.

Sheets 11 x 17 or small - \$2.00 per sheet

Sheets larger than 11 x 17 - \$3.00 per sheet

*** Digitized "Job Copy" (Permit Set)**

Sheets 11 x 17 or smaller - \$2.00 per sheet

Sheets larger than 11 x 17 - \$3.00 per sheet

CD / or USB - \$6.00

*** Change of Contractor - \$100 Flat Fee**

Staff recommends that the proposed fee approvals be applicable to all recent Building Permit applications not issued yet and issued after June 9, 2021. All Building Permits issued on or after June 10, 2021 would be required to pay 30% up-front fees upon the issuance of a building permit.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
 Eliezer Palacio, Building Official

ATTACHMENTS

1. 05.24.2021 reso-building permit fee schedule (002)
2. 05.28.2021 BUILDING DEPARTMENTPERMIT FEE SCHEDULE - REV - WORD

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING RESOLUTION NO. 2103, DEVELOPING PERMIT FEES AND BUILDING DEPARTMENT ACTIVITIES, IN ACCORDANCE WITH SECTIONS 5-6(a) AND 5-6(b) OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is responsible for the health, safety, and welfare of its citizens and visitors to the Town; and

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high standards and aesthetic beauty within the Town; and

WHEREAS, the imposition and collection of permitting fees, uniformity in scheduling, and itemization and revision of such fees are essential for the public's health, safety, and welfare and to the preservation of high standards within the Town, and

WHEREAS, pursuant to Section 5-6(b) of the Town's Code of Ordinances, a fee schedule shall be established from time to time by Administrative Order, which shall be effective upon approval by the Town Council by Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that the Permit Fee Schedule attached hereto and incorporated herein is hereby adopted, pursuant to Section 5-6(b) of the Town's Code of Ordinances. Any other fees not listed on the attached fee schedule or specifically established by ordinance shall be subject to the minimum permit fee set forth on the schedule.

SECTION 1. The Town Council hereby adopts the updated schedule for Permits and Building Department activities as set forth in Exhibit A attached hereto.

SECTION 2. Severability. That a decision by a court of competent jurisdiction declaring invalid any section, paragraph, sentence, clause, phrase, or other part of this Resolution shall not affect the validity of this Resolution as a whole or any parts thereof, other than the part so declared to be invalid.

SECTION 3. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 9th day of June 2021.

JOSHUA D. FULLER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

EXHIBIT A - RESOLUTION NO. _____

BUILDING DEPARTMENT-PERMIT FEE SCHEDULE

Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs, a verified contract figure including all systems may be used to determine the construction value or the estimated construction cost computed per the latest edition of R.S. Means Square Foot Costs, as published by R.S. Means Co., Inc., whichever is greater. The estimated construction value will then be used to determine the master permit fee.	Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.
DESCRIPTION	FEE
PROCESSING FEE	\$25.00 MIN. \$5,001 OR MORE \$5/\$1,000 – JOB COST
<u>UP FRONT PROCESSING FEES -(NON-REFUNDABLE)</u>	<u>SINGLE FAMILY – \$250.00</u> <u>MULTI FAMILY / COMMERCIAL – \$1,000.00</u>
<u>UP-FRONT FEE IS REQUIRED AT THE TIME OF PERMIT APPLICATION. THIS FEE IS REQUIRED FOR RESIDENTIAL AND COMMERCIAL PERMITS.</u>	<u>30% OF PERMIT FEE</u>
BUILDING PERMITS	
NEW CONSTRUCTION	\$150.00 MINIMUM OR 3% OF JOB COST **COPY OF CONTRACT REQUIRED
ADDITION AND OR ALTERATION TO EXISTING STRUCTURE	\$150.00 MINIMUM OR 2% OF JOB COST **COPY OF CONTRACT REQUIRED
ROLL-OFF WASTE CONTAINER	\$65.00/CONTAINER
DEMOLITION OF BUILDINGS	
SINGLE FAMILY	\$500.00
MULTI FAMILY / COMMERCIAL	\$1,500.00
SIGN PERMIT FEES MINIMUM SIGN FEE (ILLUMINATED SIGN REQUIRES AN ELECTRICAL PERMIT) For detailed sign fees see Town Code Chapter 17	\$75.00
REVIEW OF 40- YEAR RE-CERTIFICATION	\$250.00
STRUCTURAL	\$100.00/HOUR
PLAN REVIEW REVISIONS PER PAGE	\$25.00 RESIDENTIAL \$50.00 COMMERCIAL
PLUMBING PERMIT FEES	
MINIMUM PLUMBING OR GAS FEE PER PERMIT	\$150.00 MINIMUM OR 3% OF JOB COST (sub-trade value) **COPY OF CONTRACT REQUIRED

OCCUPANCY WITHOUT C.O... PER DAY	\$250.00/DAY PLUS DOUBLE C.O. FEE
DUMPSTER BOND (REFUNDABLE) - MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS.	\$250.00 POSTING OF CONSTRUCTION BONDS - FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY.
MARKING OF BFE (MECHANICAL EQUIPMENT)	\$25.00
ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN. FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00	FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00
<u>TECHNOLOGY FEE</u>	<u>10% OF PERMIT FEE</u>
<u>SCANNING PLANS FEE</u>	<u>\$1.75 PER PAGE</u>
<u>SHEETS 11 x 17 OR SMALLER</u>	<u>\$2.00 PER SHEET</u>
<u>SHEETS LARGER THAN 11 X 17</u>	<u>\$3.00 PER SHEET</u>
<u>DIGITIZED "JOB COPY" (PERMIT SET)</u>	
<u>SHEETS 11 X 17 OR SMALLER</u>	<u>\$2.00 PER SHEET</u>
<u>SHEETS LARGER THAN 11 X 17</u>	<u>\$3.00 PER SHEET</u>
<u>CD BURNING OR USB</u>	<u>\$6.00</u>
EXTENSION REQUEST - 180 DAYS	50% OF ORIGINAL PERMIT FEE
SEWER ALLOCATION LETTERS	\$25.00
CONSTRUCTION TRAILER	\$250.00 RENEWAL FEE - \$250 PER SIX MONTH
USE OF RIGHT OF WAY - PERMIT BOND - SEC 18-1 TOWN CODE	\$150.00 1 ½% OF JOB COST - NOT TO EXCEED \$20,000
NEW CONSTRUCTION - ZONING INSPECTION FINAL ZONING INSPECTION ZONING PLAN REVIEW	SINGLE FAMILY - \$500.00 MULTI FAMILY / COMMERCIAL - \$3,000.00 \$90.00 PER HOUR
WORK WITHOUT PERMITS - AFTER THE FACT PERMIT	DOUBLE PERMIT FEE + \$100 FINE

****WORDS WITH A LINE THROUGH THEM ARE DELETED UNDERSCORED WORDS ARE ADDITIONS.**

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution authorizing the Town Manager to allocate and expend the American Rescue Plan Covid-19 Relief Funds in the amount of \$2,434,347. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is being presented by Town Manager Lasday for authorization and implementation of the American Rescue Plan COVID-19 Relief Funds. The funds will be utilized to provide improvements in the Town road maintenance, stormwater, police, sewer, broadband and Town Hall infrastructure improvements identified as areas of our government that have been particularly impacted by the Coronavirus COVID-19 Pandemic.

Enclosed is a copy of the proposed resolution for your consideration.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. 05.31.2021Resolution American Rescue Fund

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN MANAGER TO ALLOCATE AND EXPEND THE AMERICAN RESCUE PLAN COVID 19 RELIEF FUNDS IN THE AMOUNT OF \$2,434,347; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, American Rescue Plan Act (“ARP”) of 2021 Covid 19 Relief fund has been passed by congress and signed into law by President Joe Biden on March 11, 2021 to provide relief from the impact of COVID 19 pandemic on the economy, public health, state and local governments, individuals and businesses; and

WHEREAS, Two Million Four Hundred and Thirty-Four Thousand Three Hundred and Forty-Seven Dollars (\$2,434,347) was allocated to the Town to assist in its recovery from COVID 19; and

WHEREAS, the Town of Bay Harbor Island’s staff has participated in multiple sessions that have assisted the staff in identifying areas of the Town that have been particularly impacted by the COVID 19 pandemic and where ARP dollars are applicable; and

WHEREAS, the Town of Bay Harbor Island’s Town Manager seeks approval from the Town Council to authorize ARP relief fund expenditures to provide improvements for following areas in the Town: Road Maintenance, Stormwater, Police, Sewer, Broadband and Town Hall infrastructure improvements identified as areas of our government that have been particularly impacted by the COVID 19 pandemic; and

WHEREAS, the Town of Bay Harbor Island’s Town Manager shall expend ARP funds to assist the Town with improvements of the above stated areas through the year 2024; and

WHEREAS, the Town of Bay Harbor Island’s Town Manager will comply with all reporting requirements of the ARP.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

- Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this resolution.
- Section 2.** **Approval and Authorization of Town Manager.** The Town Manager and other appropriate Town officials are hereby authorized to take all action necessary to allocate and expend American Rescue Plan Fund relief dollars designed for improvements in the Town of Bay Harbor Islands.
- Section 3.** **Implementation.** The Town Manager and/or designees are hereby authorized to take any and all actions necessary to implement this Resolution.
- Section 4.** **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 9th day of June 2021.

JOSHUA FULLER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 9.

ITEM: Consideration and approval to issue a Request for Proposals (RFP) BC-157 to replace the high voltage electrical conduit, bracketing, and power cable on the north side of the Intra Coastal Waterway Bridge (Bridge No. 875101). Enclosed is a copy of the proposed Request for Proposal Packet.

DESCRIPTION:

The purpose for the Request for Proposal is to repair a high voltage conduit and rusting brackets. The conduit provides electricity to the Broad Causeway Bridge House control room and the Chevron Gas Station. The current conditions of the aging electrical conduit is steadily deteriorating and is causing an unsafe condition. The brittle PVC conduit has caused this power line to sag in places to the point where it was almost touching the water. To this point, Town staff has successfully rigged the entire conduit by roping and tying it off to the bridge rails.

However, with hurricane season approaching, there is a possibility of the entire electrical line becoming detached and breaking. This could pose an electrical shock hazard to people recreating in the water around the bridge and could ultimately cause the ICW Bridge to lose main power with only a generator left to open/close the bridge.

This repair is warranted for public safety and uninterrupted operation of the ICW Bridge. Attached is the bid package/plans/specifications

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The engineer's cost estimate for this project is approximately \$200,000.00. This project is not budgeted for this fiscal year. The funding has been added to the budget amendment for approval before the Town Council on 06/09/21.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. BIDDING DOCUMENTS FOR BC 157
2. BC 157 CONDUIT REPAIR PLANS AND SPECIFICATIONS ON BRIDGE 875101

CONTRACT DOCUMENT

FOR

PROJECT NO. BC-157

**REPLACE MEDIUM-VOLTAGE FPL CABLE,
CONDUIT, AND BRACKETS ON BRIDGE # 875101**



JULY 21, 2021

TOWN OF BAY HARBOR ISLANDS

THE TOWN OF BAY HARBOR ISLAND

CONTRACT NO. BC 157

**“REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON
BRIDGE # 875101”**

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TOWN OF BAY HARBOR ISLANDS, FLORIDA
ADVERTISEMENT FOR BIDS
BC-157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON
BRIDGE #875101

The Town of Bay Harbor Islands is seeking a qualified contractor to provide services to remove the existing conduit, bracketing and medium-voltage (7.2kv) three-phase power cables and replace with approximately 1,0000 feet of new conduit, bracketing and cables to supply electrical service to the Bascule bridge and the Chevron fuel station, just west of the Bridge.

The nature and scope of this contract are as follows:

The proposed repair would install a brand-new conduit made of PVC Schedule 80, with a 3.5" trade-size. The new conduit would be supported by stainless steel brackets, installed at the bottom flange of the metal I-Girder. The spacing of the support brackets would be 5 Ft. FPL has been contacted about this situation and are waiting for the bridge owner/operator to install the new conduit and new 3-phase MV 7.2kv # 1/0 AWG cables. The existing cables have been stressed under the load of their own weight and therefore, calls for the entire 1,000 Ft run of cable to be replaced. Once accomplished, FPL will proceed with the re-splicing of the new cables into their system, at the Island's FPL MV pull box. The proposed conduit system mounts on the metal I-Girder of the bridge, hence it does not require any drilling into the bridge's concrete, which, built in 1950, may contain asbestos.

Office of the Town Clerk
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Submittals must be received at the above address no later than 3:00 P.M. (EST) on Wednesday, July 21, 2021 and clearly marked on the outside of the envelope "BC-157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON BRIDGE #875101." Late Submittals will not be accepted and shall be returned unopened.

Contract documents shall be printed from the Town's website at www.bayharborislands-fl.gov., Click the "I Want To" tab. Under the heading "Find" click "Bid Invitations" and select the BC 157 link to download. Inquiries regarding this contract may be emailed to the Town's Design Engineer, Arturo Espinosa: aespinosa@bcceng.com.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any bids.

Town of Bay Harbor Islands, Florida
Alba Chang, Town Clerk

**REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON
BRIDGE # 875101**

INSTRUCTIONS TO BIDDERS

1. BIDDING DOCUMENTS

The Bidding Documents shall comprise of the following:

- 1.1 Advertisement to Bid.
- 1.2 Instruction to Bidders.
- 1.3 Letter of Agreement.
- 1.4 Bid Form.
- 1.5 Performance Evaluation Survey.

2. QUALIFICATIONS OF BIDDERS

Bidders must have been in business for a minimum of five years and show proof of licensure or certification to conduct business in the State of Florida. **Bidders must also provide at least three current references performing similar services for towns or municipalities of similar size within Miami-Dade, Broward Counties, or within the State of Florida.**

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 The Town will provide each Bidder access to the site to conduct such investigations necessary for submission of his Bid.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance of the Work.

4. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted, in writing, via email, to the Town's retained Engineering Firm, BCC Engineering (formerly Lakes Engineering), Arturo Espinosa at: aespinosa@bcceng.com. All email requests for information will be responded to by 12:00 P.M. on July 14, 2021. The Town will NOT entertain questions after this date and time.

5. BID SECURITY

- 5.1 Bid Security shall be made payable to Town in an amount of five percent (5%) of the Bidder's maximum Bid price in the form of a Certified or Cashier's check OR a Bid Bond issued by a Surety company.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice to award, Town may annul the Notice of Intent to Award and the Bid Security of that Bidder be forfeited. The Bid Security of any Bidder whom Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of the seventh day after the "Letter of Agreement" is signed by the Town and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within fourteen (14) days of the Bid opening.

6. CONTRACT PERIOD:

The contract shall be for a period starting no earlier than August 15, 2021, and not exceed the date of November 15, 2021.

7. BID FORM

- 7.1 The Bid Form is attached hereto; additional copies may be obtained from Town.
- 7.2 Bid Forms must be legible, completed in ink or by typewriter or computer. The Bid price of each item on the form must be stated in numerals.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and **the corporate seal must be affixed and attested by the secretary or an assistant secretary.** The corporate address and state of incorporation shall be shown below the signature.

- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature.
- 7.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 7.7 The address to which communications regarding the Bid are to be directed must be shown.
- 7.8 Bidder shall provide pricing for the following:

8. INSURANCE

The successful contractor shall provide the following insurance coverages as a prerequisite for signing the Letter of Agreement and are required to provide certificates that read: **"The Town of Bay Harbor Islands is hereby named as additional insured"**. In addition, endorsements supporting the additional insured designation should also be attached. This can be secured by your insurance agent from the insurance company. **Coverage is to be written on an "occurrence" basis.**

8.1 Comprehensive General Liability:

(a)	Bodily Injury	\$1,000,000
(b)	Property Damage	Included
(c)	Annual Aggregate	\$2,000,000
(d)	Personal Injury	\$1,000,000
(e)	Products	\$1,000,000
(f)	Completed Operations	\$1,000,000

8.2 Automobile Liability

(a)	Bodily Injury	\$1,000,000
(b)	Property Damage	\$1,000,000
(c)	Personal Injury	\$1,000,000

8.3 Worker's Compensation

(a)	Statutory Coverage	Yes
(b)	Employer's Liability	\$1,000,000

- 8.4 Questions concerning insurance coverages pertaining this contract shall be directed to:

**Brian Cottrell, CIC CRM
Vice President, Public Risk Insurance Agency
P.O. Box 2416
Daytona Beach, FL 32115
561.346.2723 dir line**

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Emailed bids will not be accepted.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

11. OPENING OF BIDS

Bids will be opened publicly.

- 12.1 Bids are opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

12. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

13. AWARD OF CONTRACT

- 13.1 Town reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 13.2 In evaluating Bids, Town shall consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. THE TOWN AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT.
- 13.3 Town will consider the qualifications and experience of the Bidder, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for the work. The identity of other persons and organizations, if required to determine the award of the contract, must be submitted to Town upon request.
- 13.4 Town will conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, to supply the services in accordance with the Contract Documents to Town's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Town.
- 13.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder.
- 13.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Town indicates that the award will be in the best interest of the Town.
- 13.7 If the contract is to be awarded, Town will give the Successful Bidder notice no later than August 13, 2021.

14. PUBLIC RECORDS LAW

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records, Town Clerk, Alba Chang, at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154. Phone 305-866-6241 ext. 108, or via email at achang@bayharborislands-fl.gov.

15. SIGNING OF LETTER OF AGREEMENT

When Town gives notice to the successful bidder that he is being considered for the contract award, he will be required to sign two (2) copies of the Letter of Agreement within three (3) business days.

**PROPOSAL
To
Town of Bay Harbor Islands**

**BC-157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND
BRACKETS ON BRIDGE #875101**

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other items and tasks necessary to the prosecution and completion of the work generally described as follows:

The proposed repair would install a brand-new conduit made of PVC Schedule 80, with a 3.5" trade-size. The new conduit would be supported by stainless steel brackets, installed at the bottom flange of the metal I-Girder. The spacing of the support brackets would be 5 Ft. FPL has been contacted about this situation and are waiting for the bridge owner/operator to install the new conduit and new 3-phase MV 7.2kv # 1/0 AWG cables. The existing cables have been stressed under the load of their own weight and therefore, calls for the entire 1,000 Ft run of cable to be replaced. Once accomplished, FPL will proceed with the re-splicing of the new cables into their system, at the Island's FPL MV pull box. The proposed conduit system mounts on the metal I-Girder of the bridge, hence it does not require any drilling into the bridge's concrete, which, built in 1950, may contain asbestos.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Lump-sum bid in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this contract based on the Total Bid Amount.

BID FORM

CONTRACT PRICE (BID)

OWNER shall pay CONTRACTOR a "Lump Sum" amount based ON CONTRACT PLANS ONLY– NO QUANTITIES. Work in accordance with the Contract Document and CONTRACT PLANS provided for payment request purposes in current funds as follows:

**** Please add 10% to your total cost as contingency****

Contract Price \$ _____

Contract Price (in Words) _____

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED

FIRM NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE

SIGNATURE OF RESPONSIBLE OFFICIAL

TITLE

STATE OF INCORPORATION

FULL NAMES & ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:_____

Addenda No(s) _____ received and attached hereto.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified in the selected installation methodology will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

1)	NAME OF PROJECT	_____
	YEAR OF PROJECT	_____
	OWNER OF PROJECT	_____
	OWNER TELEPHONE NO	_____
	LOCATION OF PROJECT	_____
	DESIGNING ENGINEER	_____
	ADDRESS	_____
	SCOPE OF WORK	_____
	APPROXIMATE VALUE	\$ _____
2)	NAME OF PROJECT	_____
	YEAR OF PROJECT	_____
	OWNER OF PROJECT	_____
	OWNER TELEPHONE NO	_____
	LOCATION OF PROJECT	_____
	DESIGNING ENGINEER	_____
	ADDRESS	_____
	SCOPE OF WORK	_____
	APPROXIMATE VALUE	_____

3)	NAME OF PROJECT	_____
	YEAR OF PROJECT	_____
	OWNER OF PROJECT	_____
	OWNER TELEPHONE NO	_____
	LOCATION OF PROJECT	_____
	DESIGNING ENGINEER	_____
	ADDRESS	_____
	SCOPE OF WORK	_____
	APPROXIMATE VALUE	\$ _____

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work: N/A

1)	NAME OF SUBCONTRACTOR	_____
2)	NAME OF SUBCONTRACTOR	_____
3)	NAME OF SUBCONTRACTOR	_____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which the Notice of Award is received and to be substantially complete within 45 working days and all work within not more than 60 working days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed. There is enclosed a Bid Guarantee consisting of five percent (5%) of Base Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) working days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise, the check or bond accompanying his proposal shall be returned to the undersigned. The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

BID BOND

KNOW ALL INDIVIDUALS BY THESE PRESENTS, that we,
_____(hereinafter called the Principal), and
_____(hereinafter called the Surety), a Corporation
chartered and existing under the laws of the State of _____with its principal
offices in the City of _____and authorized to do business in the
State of Florida, and the Town of Bay Harbor Islands, and having an Agent resident therein,
such Agent and Company acceptable to the Town of Bay Harbor Islands, are held and
firmly bound unto the Town of Bay Harbor Islands (hereinafter called Owner), in the sum of
_____Dollars and _____Cents (\$ _____), good and lawful
money of the United States of America, to be paid upon demand of the said Owner, to
which payment well and truly to be made we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS: the above bounded Principal contemplates submitting or has
submitted a proposal to the said Owner for furnishing all necessary labor,
materials, equipment, machinery, tools, apparatus, services, all State
Workmen's Compensation and Unemployment Compensation Taxes incurred in
the performance of the contract, and means of transportation for construction
of:

TOWN OF BAY HARBOR ISLANDS

CONTRACT NO.

"BC-157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON BRIDGE #875101

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu
of a certified Bidder's check otherwise required to accompany this Proposal in
the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) working days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance, Payment and Warrantee Bonds payable to the Town of Bay Harbor Islands, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, the said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its _____, under its corporate seal, this ____ day of _____, A.D., 2021.

ATTEST:

(Title)

BY: _____
(Principal)

ATTEST:

BY: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

**PROJECT: BC 157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND
BRACKETS ON BRIDGE 875101**

Gentlemen:

This is to advise you that the Town of Bay Harbor Islands (the 'Town') intends to award the contract for the above referenced project as a result of your lowest responsive bid in the amount of _____ (\$_____) submitted to the Town on 7/21/21.

Two (2) sets of the Construction Documents for this project are attached. Each set contains an un-executed Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Town.

Your attention is drawn to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Town within ten (10) working days from (8/12/21).

Any Bidder who wishes to protest this Intent to Award, is referred to 120.57 (3) of the Florida Statutes for the Bid Protest Procedures. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely yours,

By: _____
Maria Lasday, Town Manager

AGREEMENT (CONTRACT)

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____, in the year 2021, by and between the Town of Bay Harbor Islands (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The proposed repair would install a brand-new conduit made of PVC Schedule 80, with a 3.5" trade-size. The new conduit would be supported by stainless steel brackets, installed at the bottom flange of the metal I-Girder. The spacing of the support brackets would be 5 Ft. FPL has been contacted about this situation and are waiting for the bridge owner/operator to install the new conduit and new 3-phase MV 7.2kv # 1/0 AWG cables. The existing cables have been stressed under the load of their own weight and therefore, calls for the entire 1,000 Ft run of cable to be replaced. Once accomplished, FPL will proceed with the re-splicing of the new cables into their system, at the Island's FPL MV pull box. The proposed conduit system mounts on the metal I-Girder of the bridge, hence it does not require any drilling into the bridge's concrete, which, built in 1950, may contain asbestos.

The Project, for which the Work under the Contract Documents may be the whole, or only a part, is generally described as follows:

TOWN OF BAY HARBOR ISLANDS

BC-157: REPLACE MEDIUM-VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON BRIDGE #875101

Article 2 NOT APPLICABLE

Article 3 CONTRACT TIME

- 3.1 The Work will be substantially completed within 90 CALENDAR days after the date that the Contract Time commences to run, as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 75 CALENDAR days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two Hundred and 00/100 dollars (\$200) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete. Liquidated damages shall be deducted from the final CONTRACTOR pay request.

Article 4 CONTRACT PRICE (BID)

- 4.1 OWNER shall pay CONTRACTOR a "Lump Sum" amount based ON CONTRACT PLANS ONLY– NO QUANTITIES. Work in accordance with the Contract Document and CONTRACT PLANS provided for payment request purposes in current funds as follows:

Contract Price \$_____

Contract Price (in Words)_____

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed as provided in the General Conditions.

- 5.1 Progress Payments. TOWN shall make progress payments within 30 days of TOWN approval of the CONTRACTOR'S Application for payment. The Applications for Payment shall be in AIA format. All progress payments will be based on the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.
- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed, less the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts determined in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended in said paragraph 14.07.B.1.

Article 6 INTEREST

Not Applicable

Article 7 CONTRACTOR'S REPRESENTATIONS

To induce TOWN to enter into Procurement Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Drawings and Specifications, and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement (Plans)
- 8.3 Performance and Payment Bonds
- 8.4 Notice of Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications (Plans)
- 8.8 Site Plan, Location Map Standard & Modified Drawings, Engineered Drawing & Calculations.
- 8.9 Addendum (if any)
- 8.10 CONTRACTOR'S BID
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12 Any Modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 TOWN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Contract may be executed in counterparts.
- 9.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6 The TOWN shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7 TOWN and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed TWO (2) copies of this Agreement. At least one counterpart each has been delivered to TOWN and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Bay Harbor Islands

ADDRESS

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

BY _____

Maria Lasday
Print Name

Town Manager
Title

WITNESS _____

(CORPORATE SEAL)

CONTRACTOR

ADDRESS

BY _____

Print Name

Title

WITNESS _____

(CORPORATE SEAL)

PERFORMANCE BOND

KNOW ALL INDIVIDUALS BY THESE PRESENTS: that _____
(Insert full name and address or

_____ as Principal, hereinafter called Contractor, and
legal title of Contractor)

_____ as Surety, hereinafter
(Insert full name and address or legal title of Surety)

called Surety, are held and firmly bound unto the Town of Bay Harbor Islands, Florida,

as obligee, hereinafter called Owner, in the amount of _____

_____ Dollars (\$ _____) for the payment whereof

Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS,

**Contractor has by written agreement dated _____, 2021, entered in a
contract with Owner for the construction of Contract No. BC 157 REPLACE
MEDIUM VOLTAGE FPL CABLE, CONDUIT, AND BRACKETS ON BRIDGE #
875101**

Town of Bay Harbor Islands in accordance with the General Conditions of Contract,
Supplementary Conditions, and Technical Specifications which is hereinafter referred to
as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notification of any alteration or extension of time made by the Town.

Whenever Contractor shall be, and declared by Town to be in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Town elects, upon determination by the Town and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators or successors of the Town.

This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written

notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2021.

Principal (Seal)

Witness

Title

Surety (Seal)

Witness

Title

PAYMENT BOND

KNOW ALL INDIVIDUALS BY THESE PRESENTS: that _____
(Insert full name and address or
_____ as Principal, hereinafter called Contractor, and
legal title of Contractor)
_____ as Surety, hereinafter
(Insert full name and address or legal title of Surety)
called Surety, are held and firmly bound unto the Town of Bay Harbor Islands, Florida, as
Obligee, hereinafter called Owner, in the amount of _____
Dollars (\$_____) for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS,

**Contractor has by written agreement dated _____, 2021, entered into a
contract with Owner for construction of BC 157 "REPLACE MEDIUM-VOLTAGE
FPL CABLE, CONDUIT, AND BRACKETS ON BRIDGE # 875101"**

Town of Bay Harbor Islands in accordance with the Specifications (Plans), which
Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Town shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Town or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in

which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.
5. This bond is issued in compliance with Section 255.05, Florida Statutes (1987), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2021.

Principal

(Seal)

Witness

Title

Witness

Title

NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

**PROJECT: Town of Bay Harbor Islands
Contract No. BC 157 "REPLACE MEDIUM-HIGH VOLTAGE FPL
CABLE, CONDUIT, AND BRACKETS ON BRIDGE # 875101**

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you.
The Commencement date is _____. Completion date shall be _____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Sincerely yours,

Maria Lasday, Town Manager

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other

specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the

necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition;

(ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05.

OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to

paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be

considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures:

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRAC-

TOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

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

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

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days

after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones)

will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

1.01 GENERAL:

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (No. 1910-8, 1996 edit.) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

Unless otherwise indicated in these Supplementary Conditions, replace the term "ENGINEER" wherever used in the Standard General Conditions of Contract and in these Supplementary Conditions, with "TOWN". The words "TOWN" and "OWNER" may be used interchangeably throughout these documents.

ARTICLE 1 - DEFINITIONS - Page 6

SC-1.01.A

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) have the meanings assigned to them in the General Conditions, unless otherwise indicated.

Amend paragraph SC-1.01.A.42 by replacing it with the following paragraph:

Subcontractor – An individual or entity having a direct contract with CONTRACTOR. Subcontractor is an individual or entity having a direct contract with any Subcontractor for the performance of a part of Work at the Project.

ARTICLE 5 - BONDS AND INSURANCE - Page 16

SC-5.01

Amend paragraph 5.01.C by adding the following language at the end of the paragraph:

Any additional costs shall be borne by the Contractor.

SC-5.04

Add the new paragraphs immediately after paragraph 5.04 of the General Conditions.

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04.A.1 and 5.04.A.2 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).
2. Limits:

(a) General Aggregate	\$1,000,000
(b) Each Occurrence	\$1,000,000
(c) Personal Injury	\$1,000,000
3. Coverage is to be written on an "occurrence" basis.
4. Owners and Contractors Protection:

(a) Bodily Injury:	
Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
(b) Property Damage:	
Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.

5.04.A.6 Comprehensive Automobile Liability:

(a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

(b) Limits:

Combined Single Limit \$2,000,000

5.04.B.1 Umbrella:

(a) Limits:

Aggregate \$1,000,000

(b) Cover all claims arising out of the contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.

5.04.B.8 The Town of Bay Harbor Islands, shall be included as a named insured party under the Contractors Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.

"The Town of Bay Harbor Islands, Florida is hereby named Additional Insured under the terms of this policy."

5.04.B.9 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

5.04.B10 The Certificate of Insurance shall be issued to the Town of Bay Harbor Islands, Florida at the following address:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES - INDEMNIFICATION - Page 20

SC-6.01

Add the new paragraphs immediately after paragraph 6.01.B of the General Conditions.

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English-speaking superintendent will be on the job at all times during working hours and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications, and all Contract Documents.

SC-6.02

Modify paragraph 6.02.B to allow work on Saturday per the following new paragraph added immediately after paragraph 6.02.B of the General Conditions.

The Project sites being located in a single and multi-family residential areas, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 9:00 a.m. or after 6:00 p.m. Monday through Friday. No work shall be performed on Sunday or legal holidays as defined by the Town. There are no public sanitary facilities nearby the work sites, and the Contractor must therefore make arrangements for portable sanitary facilities as authorized by the Town.

SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

CONTRACTOR shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words "Instructions to Bidders" before Supplementary Conditions wherever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued, or Written Amendment signed.

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

nor does such acceptance create a contractual relationship between the OWNER and any subcontractor, supplier, individual or entity.

SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraph 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to pay regular tolls to use the Broad Causeway, and to have identification signs.

SC-6.11

Add the new paragraphs immediately after paragraph 6.11.B. of the General Conditions:

Adjacent residents must have access to their driveways at all times. All barricades and warning signs for any traffic lane closures will be provided

and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor. Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor's expense.

SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

CONTRACTOR shall maintain in a safe place at the Project one record copy of all Drawings, Project Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, As Builts, and written interpretations and clarifications in good order and annotated to show changes made during construction.

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph.

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first \$10.00 dollars to be paid by TOWN to Contractor hereunder and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the TOWN and their consultants, agents, officers and employees, and the elected officials of the Owner, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused

in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against TOWN or any of their consultants, agents or employees by any CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20 shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 8 - OWNER'S RESPONSIBILITIES - Page 29

Throughout this Article, OWNER is interchangeable with TOWN.

SC – 8.01

Amend paragraph 8.01 A by replacing it with the following paragraph:

Except as otherwise provided in these General Conditions, TOWN shall issue all communications to CONTRACTOR through the TOWN ENGINEER or Public Works Director.

SC-8.02

Delete paragraph 8.02 A.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION - Page 30

The use of "Engineer" throughout this Article shall mean the 'TOWN ENGINEER'

SC-9.03

Delete paragraph 9.03A.

SC-9.05

Amend paragraph 9.05.A by deleting the following sentence from the end of the paragraph:

If TOWN and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS - Page 32

SC-10.01

Amend paragraph 10.01.A by replacing the first sentence of the paragraph with the following sentence:

Without invalidating the Contract and without notice to any Surety, TOWN may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, a Work Change Directive, or a Field Directive.

Amend paragraph 10.05.D by adding the following sentence at the end of the paragraph:

Adherence to the terms of paragraph 10.05 is a condition precedent to bringing any further action in litigation, arbitration, or any other dispute resolution forum.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCE; UNIT PRICE WORK - Page 33

SC-11.01

Amend paragraph 11.01.A.1 by deleting the word Saturday from the last sentence of the paragraph.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES –
Page 36

SC-12.06.B

Amend paragraph 12.06.B by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages or delay in delivery of materials. It is the specific intent hereunder that an extension of time will be the sole and exclusive remedy for delay of any type, description of category. However, if occasioned by an act of God, or by any act or omission on the part of the TOWN such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the Work which shall be determined by the TOWN ENGINEER, employed by the TOWN, provided that the CONTRACTOR will give notice as provided herein. The foregoing limitations on adjustments to Contract Price also apply to any causes of delay which affect any subcontractor, materialman, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, materialman, supplier, or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the TOWN.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK - Page 38

SC-13.04

Amend paragraph 13.04.A by replacing it with the following paragraph:

If any Work is covered contrary to the Technical Specifications, Drawings or Contract Documents, it must, if requested by the TOWN, be uncovered for observation and replaced at CONTRACTOR's expense.

Amend paragraph 13.04.B by adding the following language at the end of the second sentence:

,or direct payment if remaining Contract funds are not sufficient.

SC-13.09

Amend paragraph 13.09.C by adding the following language at the end of the first sentence:

,or direct payment if remaining Contract funds are not sufficient.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION - Page 41

SC-14.02.A.2

Amend paragraph 14.02.A.2 by deleting the existing paragraph and replacing it with the following paragraph:

With each Application for Payment, the CONTRACTOR shall include a Partial Waiver Upon Progress Payment or Statutory Waiver and Final Release, as appropriate from each and every materialman, supplier and or laborer ("Potential Lienor") who has provided labor, services or materials for the Project. Contractor shall submit its own Statutory Waiver and Partial Release of Lien or Statutory Waiver and Final Release of Lien, as appropriate, with each Application for Payment. Moreover, CONTRACTOR shall ensure that no construction liens, or any encumbrances in the nature thereof or any other encumbrances whatsoever (including equitable lien claims), shall be filed or maintained by the CONTRACTOR or by any Potential Lienor in connection with any Work for which OWNER has made payment or for which payment is not yet due. As a condition precedent to the receipt of each progress payment from the TOWN, CONTRACTOR must furnish the Partial Waiver Upon Progress Payment Statutory Waiver and Final Release from each Potential Lienor, in the form prescribed by TOWN, together with a Contractor's Affidavit and Partial Release, in the form prescribed by the TOWN. Further, as a condition precedent to the receipt of the final payment, the CONTRACTOR shall provide TOWN with a Statutory Waiver and Final Release from each Potential Lienor in the form prescribed by TOWN, together with a Contractor's Affidavit and Final Release. Each Release given to the TOWN shall waive and release any lien rights of the Potential Lienor to the extent payment is made with respect to any Work performed through the date of the Release. For any Potential Lienor who

has served a Notice to Owner and/or Notice to Contractor, but who has not provided labor, services or materials during the period of time covered by an Application for Payment, the CONTRACTOR shall provide a Zero Dollar Release in the form prescribed by TOWN. CONTRACTOR shall comply with all requirements of Florida Statutes, Chapter 713. CONTRACTOR agrees to indemnify, defend and hold the OWNER harmless from and against any and all liens or other claims whatsoever filed against the TOWN or the TOWN'S property by any Potential Lienor for work performed or materials or services furnished in connection with the Work for which CONTRACTOR has been paid or for which payment is not yet due at the time the Lien is recorded. In the event a Claim of Lien is recorded against the OWNER'S property, the CONTRACTOR shall cause the same to be satisfied within ten (10) days following the date of recordation of the Claim of Lien, or in the alternative, shall cause the Claim of Lien to be transferred to a Bond. In the event any Liens are not cleared of record within ten (10) days of recordation, TOWN shall have the right to settle, satisfy, or transfer such Lien to a Bond at CONTRACTOR'S sole cost and expense and TOWN may offset any such cost against the next payment due to CONTRACTOR, or CONTRACTOR shall make a direct payment if remaining Contract funds are not sufficient. TOWN shall not be limited to and is entitled to all other remedies available at law or in equity. The provisions of this paragraph shall be deemed an independent covenant of the CONTRACTOR and shall be effective with respect to all Work performed and materials and services furnished under the Contract Documents, Change Orders or any other agreement for work with respect to the Project.

SC-14.02.D.1.b

Amend paragraph 14.02.D.1.b by deleting the existing paragraph and replacing it with the following:

Liens have been recorded in connection with the Work or the Project.

SC-14.07

Amend paragraph 14.07.A.1 by replacing it with the following paragraph:

After CONTRACTOR has, in the opinion of TOWN, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operation instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as

provided in paragraph 6.12), final releases, final affidavits, As-Built, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

Amend paragraph 14.07.A.2 by adding the following language at the end of the first sentence:

or claims made against the Bonds provided by CONTRACTOR under the Contract Documents.

Delete paragraph 14.07.A.3 in its entirety.

SC-14.09

Amend paragraph 14.09.A.1 by replacing it with the following paragraph:

a waiver of all Claims by TOWN against CONTRACTOR, except Claims arising from unsettled Liens or Claims against the Bonds, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION - Page 45

SC-15.03

Delete paragraph 15.03.A.3 in its entirety.

Delete paragraph 15.03.A.4 in its entirety.

SC-15.04

Amend paragraph 15.04.A. by deleting the last sentence of the paragraph.

CONE OF SILENCE

Pursuant to subsection (t) (1) of Section 2-11.1, Conflict of Interest and Code of Ethics Ordinance of the Miami-Dade County Code, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the Town Manager makes his written recommendation to the Town Council. The Cone of Silence generally prohibits any communication regarding this RFP between Proponents and their agents and the Town. The details of the Cone of Silence and the permitted exceptions to the Cone of Silence are set forth in subsection (t) (1) of Sec. 2-11.1 of the County Code. In reading that subsection, Proponents are advised that all references to County personnel or boards, as used therein, are construed to mean Town personnel or boards as required by Sec. 2-11.1(a) of the Miami-Dade County Code. Please contact the Town Attorney for any questions concerning the Cone of Silence. The Cone of Silence shall apply to this RFP.

Generally, except for public hearings and scheduled presentations, contact with the Town regarding this RFP or any aspect of a bid by a Proponent or any representative of a Proponent shall be limited to written communications until such time as a successful Contractor is selected by the Council. All questions or requests for additional information must be asked and answered in writing by certified mail. The request must contain the RFP title, Proponent's name, contact person name, address, phone number, and fax number. The Town will respond within 5 days. Any responses to such timely questions or requests shall be furnished to all Proponents of record in the form of an addendum to this RFP.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or Proponent shall render any RFP award or bid award to said bidder or Proponent voidable by the Town Council and/or Town Manager.

COLLUSION

In responding to the RFP, Prospective Contractors shall certify that they have not divulged to, discussed with or compared their respective proposals with any other Prospective Contractor submitting Proposals or any other parties whatsoever. Prospective Contractors agree to certify, and in the case of a joint Proposal each party thereto shall certify, as follows in connection with their Proposal:

1. Any prices or cost data submitted and any matter relating to the prices or cost data has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Prospective Contractor or with any competitor;
2. Any prices or cost data quoted in the Proposal has not been knowingly disclosed and will not be knowingly disclosed by the Prospective Contractor prior to the scheduled Proposal opening, either directly or indirectly, to any other Prospective Contractor or to any competitor;
3. No attempt has been made or will be made by the Prospective Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;
4. The only person(s) interested in the RFP as principal(s) is (are) named in the Proposal, and no person other than those mentioned, has any interest in the Proposal or in the Agreement to be entered into or in any brokerage or contingent fee arrangements.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ 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 within the past 36 months. **AND** (Please indicate which additional statement applies).

☐ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is 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 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 200_ by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

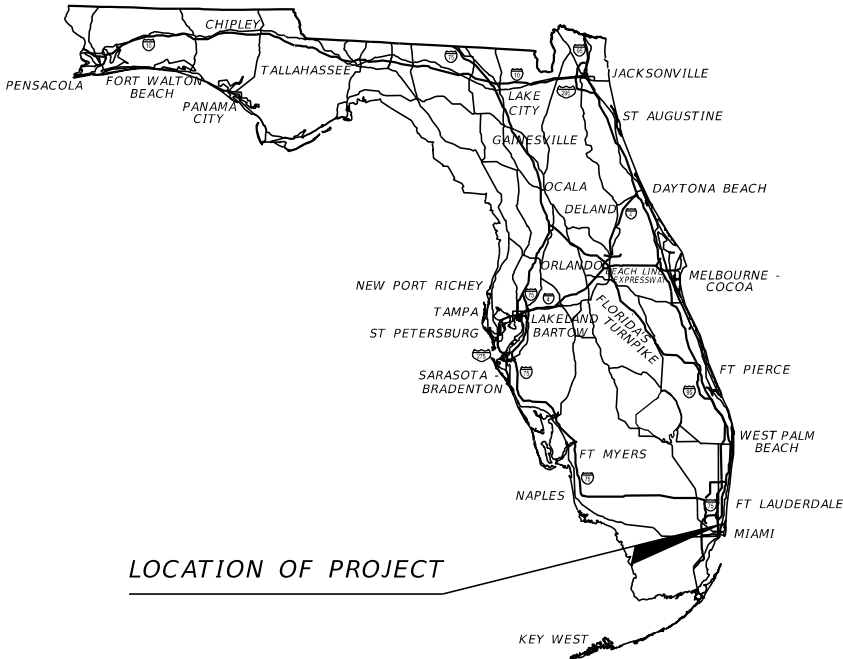
TOWN OF BAY HARBOR ISLANDS

CONTRACT PLANS

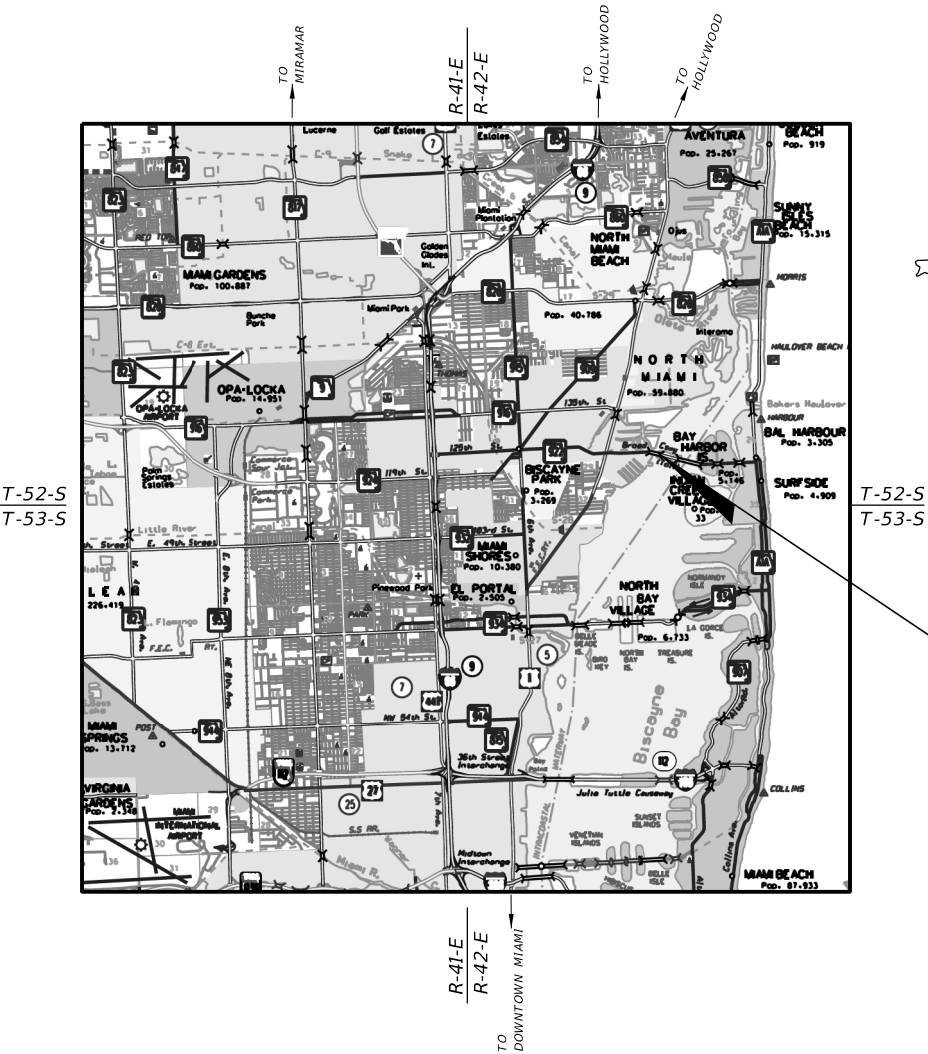
ELECTRICAL CONDUIT REPAIR

INDEX OF ELECTRICAL PLANS

SHEET NO.	SHEET DESCRIPTION
E-1	KEY SHEET
E-2	SUMMARY OF QUANTITIES
E-3	GENERAL NOTES
E-4	PLAN SHEET
E-5	CONDUIT INSTALLATION DETAILS



LOCATION OF PROJECT



LOCATION OF PROJECT

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



PLANS PREPARED BY:
LAKES ENGINEERING, INC.
6401 SW 87TH AVENUE, SUITE 200
Miami, FL 33173
Tel (305)670-2350
CA 30255
ARTURO ESPINOSA, P.E.
LIC. NO. 82336

ELECTRICAL PLANS
ENGINEER OF RECORD: ARTURO ESPINOSA, P.E
P.E. NO.: 82336

FISCAL YEAR	SHEET NO.
2021	E-1

SUMMARY OF STRUCTURE QUANTITIES - BRIDGE 875101										
SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
LUMP SUM ITEMS	101-1	MOBILIZATION	EASTERN SECTION	LS	1		1			
	0000-700-ST	GENERIC PAY ITEM - DESIGN GROUP UTILITIES- SNOOPER TRUCK	EASTERN SECTION	ED	15		15		SNOOPER TRUCK	
	102-1	MAINTENANCE OF TRAFFIC	EASTERN SECTION	LS	1		1			
	102-81-	TEMPORARY CRASH CUSHION- GATING	EASTERN SECTION	ED	15		15			
ELECTRICAL CONDUIT	630-2-15	CONDUIT, FURNISH AND INSTALL BRIDGE MOUNT	EASTERN SECTION	LF	1000		1000		3.5" PVC SCHEDULE 80. PAY ITEM INCLUDES BRACKETING SYSTEM	
	639-2-6	ELECTRICAL SERVICE WIRE REMOVE	EASTERN SECTION	LF	1000		1000		RECYCLE. CONTRACTOR'S TO OWN	
	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH AND INSTALL	EASTERN SECTION	LF	1000		1000		THREE CABLES. THREE PHASE SYSTEM. #1/0AWG, 25KV, ALLUMINUN. GROUND CABLE STRANDED COPPER #6AWG. PAYMENT IS PER LENGTH OF COMPLETE RUN (ALL CONDUCTORS INCLUDED)	
	639-7-1	ELECTRICAL POWER SERVICE FURNISH AND INSTALL MEDIUM VOLTAGE PULL BOX 62"x34"	EASTERN SECTION	EA	1		1		REPLACES EXISTING MV PULL BOX. INCLUDES REMOVAL OF EXISTING PULL BOX	

SCOPE OF WORK:

ELECTRICAL MEDIUM VOLTAGE (MV) 7.2KV THREE-PHASE CONDUIT REPAIR, BRIDGE 875101, BAY HARBOR, FL:
THE EXISTING 2.5 INCH, PVC SCHEDULE 80 CONDUIT, CARRYING ELECTRICAL POWER TO THE BRIDGE'S CONTROL ROOM, BRIDGE'S BASCULE MOTORS, AND THE CHEVRON GAS STATION AT THE WEST END OF THE BRIDGE, IS IN A DETERIORATED CONDITION THAT IS CAUSING AN UNSAFE SITUATION. THE CONDUIT HAS THREE MV CABLES, ONE PER PHASE. THE CONDUIT SYSTEM RUNS ON THE NORTH SIDE OF THE BRIDGE, EAST OF THE FIRST CONTROL ROOM TO THE EASTERN TERMINUS OF THE BRIDGE. THE CONDUIT HAS LOST ITS ORIGINAL SUPPORT BRACKETS DUE TO CORROSION. THIS HAS CAUSED THE CONDUIT TO SAG, ALONG WITH ITS MV CABLES. THE CONDUIT HAS COME OPEN ON ITS JUNCTIONS AND IS CURRENTLY RESTING ON TOP OF THE BRIDGE TOP PIER CAPS. AT SEVERAL LOCATIONS, THIS CONDUIT WAS SAGGING SO MUCH, THAT THE SAG WAS HALFWAY BETWEEN THE BRIDGE AND THE WATERLINE. THIS CONDUIT PROBLEM EXTENDS TO 1,000FT. ROPES ARE CURRENTLY HOLDING THE CONDUIT FROM COLLAPSING COMPLETELY INTO THE WATER. THE PROPOSED REPAIR WOULD INSTALL A BRAND-NEW CONDUIT MADE OF PVC SCHEDULE 80, WITH A 3.5" TRADE SIZE. THE NEW CONDUIT WOULD BE SUPPORTED BY STAINLESS STEEL BRACKETS, INSTALLED AT THE BOTTOM FLANGE OF THE METAL I-GIRDER. THE SPACING OF THE SUPPORT BRACKETS WOULD BE 5 FT. FPL HAS BEEN CONTACTED ABOUT THIS SITUATION AND THEY ARE WAITING FOR THE BRIDGE OWNER/OPERATOR TO INSTALL THE NEW CONDUIT AND A NEW 3-PHASE MV 7.2KV #1/0 AWG CABLES. TO USE THE SAME BRAND AND MODEL AS THE ONE CURRENTLY DEPLOYED (GENERAL CABLE ® EMPOWR ®). THE EXISTING CABLES HAVE BEEN STRESSED TOO MUCH BY BEING HANGING FOR LONG SPANS, UNDER A LOAD OF ITS WEIGHT. THE NEW REPAIR DEEMS THAT EXISTING WIRE TO BE INADEQUATE FOR A LONG-TERM REPAIR, HENCE CALLING FOR ITS REPLACEMENT FOR THE ENTIRE 1,000FT DAMAGED CONDUIT RUN.
ONCE THE NEW CONDUIT AND CABLES ARE INSTALLED, FPL WILL PROCEED WITH THE RE-SPLICING OF THE NEW CABLES INTO THEIR SYSTEM, AT THE ISLAND'S FPL MV PULL BOX. THE PROPOSED CONDUIT SYSTEM MOUNTS ON THE METAL (PAINTED BLUE) I-GIRDER OF THE BRIDGE, HENCE IT DOES NOT REQUIRE ANY DRILLING INTO THE BRIDGE'S CONCRETE. THIS BRIDGE (#875101) IS DATED 1950, IT IS ANTICIPATED THAT IT CONTAINS ASBESTOS MATERIALS IN ITS CONCRETE PARTS. THE PROPOSED DESIGN SOLUTION AVOIDS ANY ASBESTOS HANDLING-RELATED ISSUES AND EXPENSES. THE EXISTING MV PULL BOX AT THE ISLAND, IS THE SPLICE POINT FOR FPL'S SERVICE CABLE AND THE BRIDGE'S CABLES. THIS PULL BOX REQUIRES TO BE REPLACED WITH A NEW MV RATED DOUBLE LID PULLBOX HUBBELL (R) CDR 30"x60"x48" OR EQUIVALENT.

SEQUENCE OF REPAIRS

- 1- INSTALL NEW CONDUIT SUPPORT BRACKETS. SPACED AT 5FT.
- 2- INSTALL NEW 3.5" CONDUIT FROM MV PULL BOX AT STA 21+85.55 TO NE MACHINE ROOM EASTERN WALL, STATION 11+82.28. SEE INSET B. DRILL NEW WALL HOLE BY INCREASING THE SIZE OF THE EXISTING HOLE. TERMINATE CONDUIT ENDS WITH END-CAP REINFORCEMENT RING.
- 3- INSTALL NEW MV CABLES INSIDE NEW CONDUIT. THREE MV CABLES, #1/0AWG.
- 4- LEAVE 8FT SPARE AT PULL BOX AND 20FT INSIDE MACHINE ROOM.
- 5- SPLICE NEW MV #1/0AWG CABLES TO EXISTING MV #2AWG CABLES IN MACHINE ROOM. LEAVE SPARE CABLES COILED.
- 6- LABEL CABLES FOR PROPER PHASE SEQUENCE. FOLLOW EXISTING PHASE SEQ.
- 5- CONTACT CHEVRON GAS STATION OWNER, TO NOTIFY OF SERVICE DISRRUPTION. 1501 BROAD CAUSEWAY BAY HARBOR ISLANDS, FL 33154
- 6- CONTACT FPL/ SABRINA CANEJA/ CELL 786-774-3426/SABRINA.CANEJA@FPL.COM TO COORDINATE DISCONNECTION OF EXISTING MV CABLES, AND RE-CONNECTION OF THE NEW CABLES, TO FPL's 7.2KV SERVICE.
- 7- REMOVE EXISTING CONDUIT AND CABLES. REPAIR MACHINE ROOM WALL OPENING. FILL CONCRETE TO CONDUIT GAP WITH, FLEXIBLE WATER/UV RESISTANT SEALANT. REPAIR ABANDONED WALL HOLE WITH CEMENT. REPAINT EXTERIOR TO MATCH BRIDGE PAINT COLOR.



REVISIONS				ARTURO ESPINOSA, P.E. P.E. LICENSE NUMBER 82336 LAKES ENGINEERING, INC. 6401 SW 87TH Avenue, Suite 200 MIAMI, FLORIDA 33173 CERTIFICATE OF AUTHORIZATION 30255	TOWN OF BAY HARBOR ISLANDS		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		BRIDGE NO.	COUNTY		
					875103	MIAMI-DADE		E-2

GENERAL NOTES

GN 01. GENERAL SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (July 2020) WITH APPROVED SUPPLEMENTS THERE TO OR AS AMENDED BY CONTRACT PLANS OR TECHNICAL SPECIAL PROVISION.

GN 02. DESIGN SPECIFICATIONS:

1. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) STANDARD SPECIFICATION FOR HIGHWAY BRIDGES (17TH EDITION 2002)
2. AASHTO GUIDE DESIGN SPECIFICATIONS FOR BRIDGE TEMPORARY WORKS (1ST EDITION WITH 2008 INTERIM REVISIONS)
3. NFPA 70, NATIONAL ELECTRICAL CODE (NEC), 2020 EDITION

GN 03. ASBESTOS

THERE IS NO INFORMATION ABOUT ASBESTOS COMPOUNDS IN THE BRIDGE'S CONCRETE. NEVERTHELESS DUE TO THE AGE OF THE BRIDGE, CONTRACTOR SHALL TREAT ANY CONCRETE DRILLING AS IF ASBESTOS WERE PRESENT. TO PROTECT WORKERS FROM BEING EXPOSED TO ANY AIRBORNE PARTICULATE. THIS REPAIR WORK REQUIRES DRILLING A NEW HOLE ADJACENT TO THE EXISTING ONE, FOR THE ENTRANCE OF THE NEW 3.5" CONDUIT INTO THE MACHINE ROOM.

GN 04. ENVIRONMENT:

SUBSTRUCTURE-CORROSIVE (EXTREMELY AGGRESSIVE).
LOCATION - COASTAL

GN 05. PROTECTION OF EXISTING STRUCTURES:

CONTRACTOR SHALL EXERCISE SPECIAL CARE TO PROTECT STRUCTURES THAT ARE TO REMAIN, INCLUDING EXISTING REINFORCING. ELEMENTS THAT ARE TO REMAIN, WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST.

GN 06. COORDINATION:

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE FOLLOWING PERSONS, DEPARTMENTS, COMPANIES, AND AGENCIES.

ENGINEER-OF-RECORD	ARTURO ESPINOSA, P.E. LAKES ENGINEERING, INC. 6401 SW 87TH AVENUE, SUITE 200 MIAMI, FLORIDA 33173 (305) 670-2350 FAX: (305) 670-2351
PUBLIC WORKS DIRECTOR TOWN OF BAY HARBOR ISLANDS	MR. DOUGLAS P. ARMSTRONG, P.E. 9665 BAY HARBOR TE BAY HARBOR ISLANDS, FL 33154 (305) 866-6241
U.S. COAST GUARD SEVENTH COAST GUARD DISTRICT	MR. MICHAEL LIEBERUM BRICKELL PLAZA FEDERAL BLDG., 909 SOUTH EAST FIRST AVENUE MIAMI, FLORIDA 33131-3050 (305) 415-6744

GN 07. CONDUIT EXPANSION JOINTS

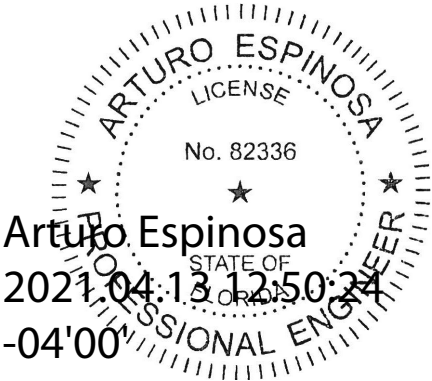
CONTRACTOR SHALL INSTALL CONDUIT EXPANSION COUPLINGS/JOINTS CARLON E945M OR EQUIVALENT,EVERY 50FT, FOR CONDUIT SECTIONS ON BRIDGE.
ALL OTHER PVC CONDUIT JOINTS MUST BE STANDARD.

GN 08. UTILITIES:

ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

UTILITY OWNERS: COMPANY NAME	CONTACT NAME	TELEPHONE
ATLANTIC BROADBAND	PETE FREYTAG	305-861-8069 Ext: 5208
AMERICAN TRAFFIC SOLUTIONS	VICTORIA GRASSER	480-596-4559
VILLAGE OF BAL HARBOUR	HEIDI BELLE HENDERSON	954-921-7781
TOWN OF BAY HARBOR ISLANDS WTR/SWR DEPT	DOUGLAS ARMSTRONG	305-866-6241 Ext: 111
COMCAST CABLE	LEONARD MAXWELL-NEWBOLD	754-221-1254
DADE COUNTY PUBLIC WORKS AND TRAFFIC	OCTAVIO VIDAL	305-412-0891 Ext: 102
FLORIDA POWER & LIGHT	EDGAR AGUILAR	386-586-6403
FLORIDA POWER & LIGHT	EDDIE FREAY	305-938-1936
TOWN OF SURFSIDE	RANDY STOKES	305-861-4863
HOTWIRE COMMUNICATIONS	WALTER DAVILA	954-699-0900
MCI	MCIU01 INVESTIGATIONS	469-886-4091
MIAMI DADE WATER SEWER	LAZARO GUERRA	786-268-5273
CROWN CASTLE NG	FIBERDIG TEAM	888-632-0931 Ext: 2
TECO PEOPLES GAS-SOUTH FLORIDA	JOAN DOMNING	813-275-3783
AT & T/ DISTRIBUTION	DINO FARRUGGIO	561-997-0240

REVISIONS				ARTURO ESPINOSA, P.E. P.E. LICENSE NUMBER 82336 LAKES ENGINEERING, INC. 6401 SW 87TH AVENUE, SUITE 200 MIAMI, FLORIDA 33173 CERTIFICATE OF AUTHORIZATION 30255	TOWN OF BAY HARBOR ISLANDS		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		BRIDGE NO.	COUNTY		
					875103	MIAMI-DADE		E-3





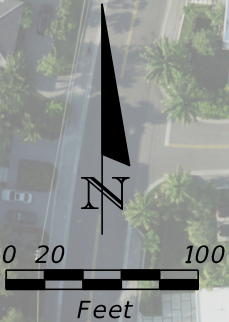
INSET A

PROPOSED CONDUIT
ENTRY POINT INTO BRIDGE
LOWER DECK EQUIPMENT ROOM.
CONTRACTOR ACCESS THROUGH
TOP DECK HATCH DOOR, ABOVE
THIS LOCATION.



INSET B

MACHINE ROOM ENTRY
POINT FOR CONDUIT.
EAST WALL. EXISTING
CONDUIT AND CABLES TO
BE REMOVED. CONTRACTOR
SHALL ENHANCE THE OPENING
TO ALLOW 3.5" CONDUIT
ENTRANCE.



PROPOSED 3 1/2" PVC SCHEDULE 80
WITH 3 MV ALUMINUM, 25KV, #1/0 WIRES
STRD. GENERAL CABLE, EMPWR,
260 MILS, LLDPE JACKET, 90 DEG C.

STA. 11+82.28 22.77' LT
NB SR 922

LAT. 25°53'14.60"N
LONG. 80° 8'33.56"W

SEE INSET A & B



AFFIX TO PROPOSED PVC CONDUIT
UV RESISTANT, WATERPROOF,
LAMINATED POLYESTER LABELS. TEXT
TO READ "DANGER HIGH VOLTAGE"
LABEL DIMENSION 7X10 INCH.
SPACING 25FT.

STA. 21+85.55 23.63' LT
NB SR 922

EXISTING CONDUIT
AND CABLE TO REMAIN
IN SERVICE UNTIL THE
NEW CONDUIT AND CABLE
HAVE BEEN INSTALLED
ON SUPPORT BRACKETS.

EXISTING ELECTRICAL
PULL BOX TO BE REPLACED (62"X34").
MV TYPE PULL BOX, W/ CONCRETE
BOLTED LID.
MV CABLES SPLICE POINT.
COORDINATE WITH FPL FOR
RE-SPLICE.
SABRINA CANEJA/FPL/
OFFICE 305-377-6079
CELL 786-774-3426/
SABRINA.CANEJA@FPL.COM

SEE INSET C

LAT. 25°53'11.64"N
LONG. 80° 8'20.93"W

EXISTING MV
PULL BOX. BLUE
METAL LID.
TO BE REPLACED

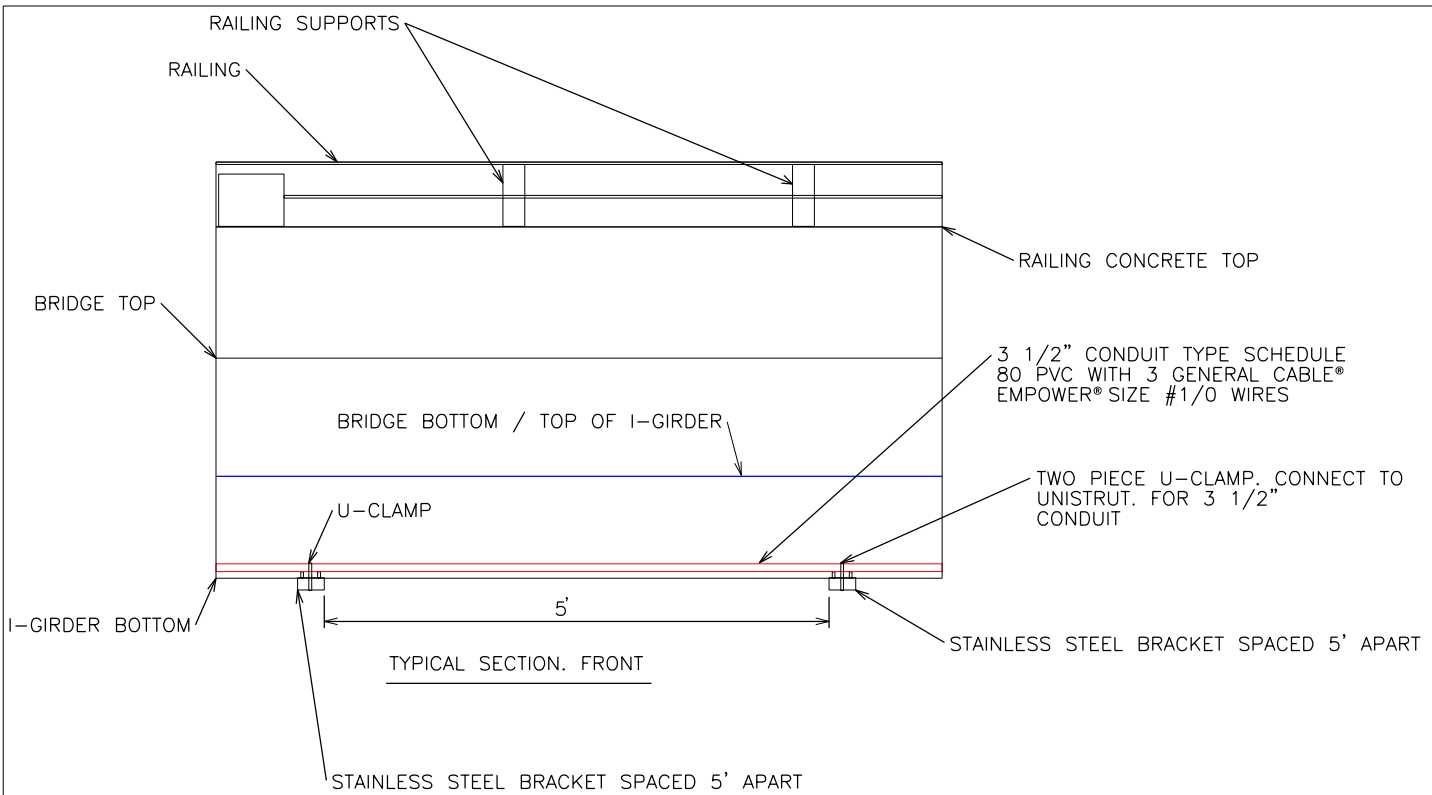


INSET C

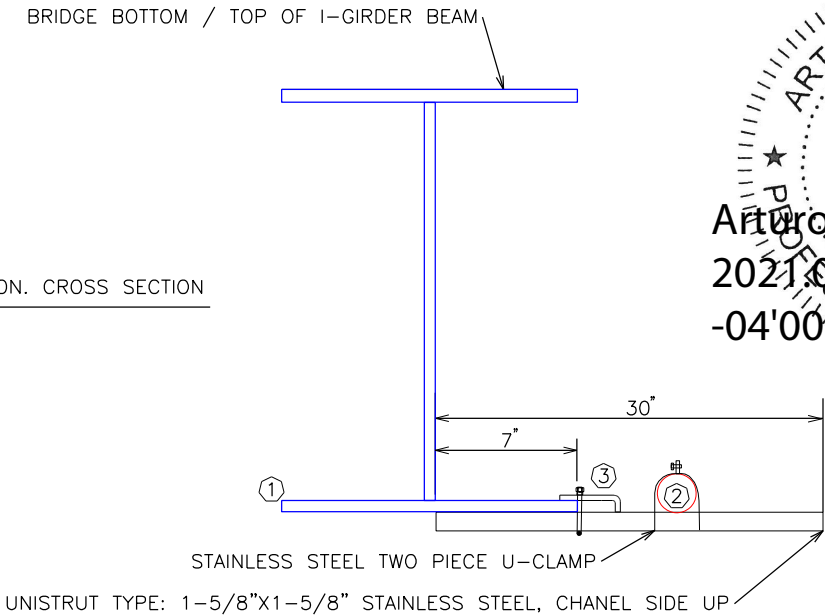
EXISTING MV
CONDUIT AND CABLES.
PROPOSED CONDUIT AND CABLES
SHALL USE THE SAME PATH TO
THE EXISTING MV PULL BOX



REVISIONS				ARTURO ESPINOSA, P.E. P.E. LICENSE NUMBER 82336 LAKES ENGINEERING, INC. 6401 SW 87TH Avenue, Suite 200 MIAMI, FLORIDA 33173 CERTIFICATE OF AUTHORIZATION 30255	TOWN OF BAY HARBOR ISLANDS		PLAN SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		BRIDGE NO.	COUNTY		E-4
					875103	MIAMI-DADE		



TYPICAL SECTION. CROSS SECTION



- ① I-GIRDER BOTTOM STEEL FLANGE
- ② 3 1/2" CONDUIT TYPE SCHEDULE 80 PVC WITH 3 GENERAL CABLE® EMPOWER® SIZE #1/0 WIRES. 25KV, ALUMINUM STRANDED.
- ③ RIGHT ANGLE STAINLESS STEEL BEAM CLAMP BRACKET SPACED 5' APART

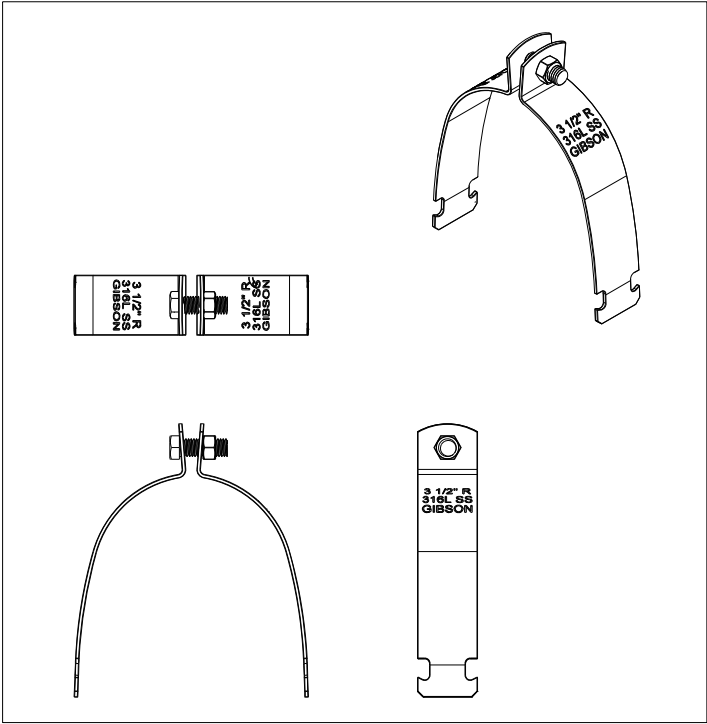


EXAMPLE: U-CLAMP CONNECTION TO CONDUIT

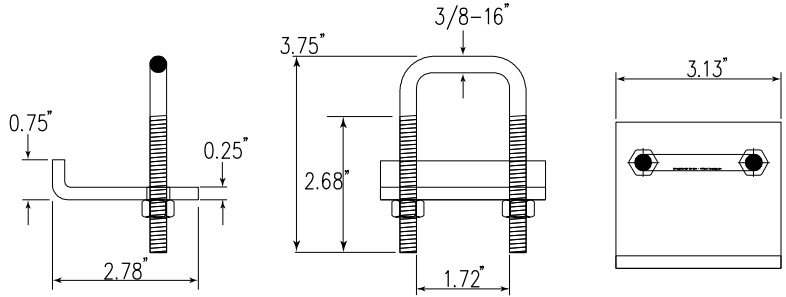


2-PIECE
U-CLAMP
UNISTRUT

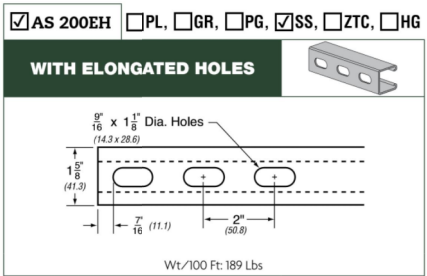
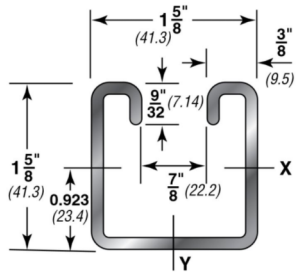
GIBSON 5350 OR EQUIVALENT
STAINLESS STEEL TWO PIECE CLAMP FOR 3 1/2" CONDUIT



RIGHT ANGLE STAINLESS STEEL BEAM CLAMP – GIBSON 5990 OR EQUIVALENT



ANVIL-STRUT UNISTRUT AS200EH SS OR EQUIVALENT



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DATE	DESCRIPTION	DATE	DESCRIPTION		BRIDGE NO.	COUNTY		
					875103	MIAMI-DADE		
								E-5

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 10.

ITEM: Consideration and Approval to piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance Inc. (DBA All County Paving Inc.) in the amount of \$272,927.25 for the Milling and Paving of the East Island Internal Streets pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

DESCRIPTION:

The purpose for the proposed services is to provide the most effective and appropriate solutions to mill and pave the East Island South Internal Streets (Zone 4) and Town Hall Parking Lot during the summer season. This annual contract includes all the line items needed for the completion of the work.

Staff recommends that the Town piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing contract with M&M Asphalt Maintenance Inc. (DBA All County Paving) pursuant to Section 2-1.2(6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

Enclosed is a copy of the City of Fort Lauderdale Agreement and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Part of the Funding is being allocated as part of the ARP Budget Amendment in June.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Improvements (Excl. Buildings)	6/9/2021	\$8,500.00	001.5410.400063.000	BHI-212	\$27,500.00
Other Contractual Services	6/9/2021	\$18,000.00	001.5410.400034.000	BHI-212	\$212,738.50
Repairs and Maintenance	6/9/2021	\$10,000.00	001.5410.400046.000	BHI-212	\$34,350.00
Operating Supplies	6/9/2021	\$7,000.00	001.5410.400052.000	BHI-212	\$35,730.00

Submitted By: Jose Custodio, Town Engineer

Maria Lasday, Town Manager
Douglas Armstrong, Public Works Director

ATTACHMENTS

1. Executed Agreement Between Contractor and City of Fort Lauderdale
2. RFP from City of Fort Lauderdale
3. Quote Bay Harbor Islands - South Side Zone 4

CITY OF FORT LAUDERDALE

CONTRACT

Annual Asphalt Mill and Resurfacing

DESCRIPTION

M & M Asphalt Maintenance Inc.

CONTRACTOR

\$2,000,000.00

AMOUNT

March 3, 2020

COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 03 day of March, 2020, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and M & M Asphalt Maintenance Inc., (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., 12336-103, Project Number, 12518, which was opened on January 15, 2020; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL ASPHALT MILL AND RESURFACING

ITB #12336-103 PROJECT # 12518

- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Barbara R. Howell** whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-4505, and email address is bhowell@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.

- 4.3 Exhibits to this Agreement: (Plans sheets [0] to [0] inclusive).
- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number 0 through 0, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., 12336-103, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., 12336-103, dated January 14, 2020.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.

- f. This Agreement dated **March 3, 2020** and any attachments.
- g. Invitation to Bid No., **12336-103**, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., **12336-103**, dated **January 14, 2020**.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **seven (7)** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.

- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein, Exhibit A. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient

to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program utilizing both VISA and MASTERCARD networks. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the

Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
 - 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
 - 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
 - 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job

site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hour are from 8:00 A.M. to 4:30 P.M. and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at \$100.00 per hour.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for

- 8.12 the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.13 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.14 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.15 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.16 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.17 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

- 8.17.1 Flow of material and equipment from suppliers.
- 8.17.2 The interrelated work with affected utility companies.
- 8.17.3 The interrelated work with the City where tie-ins to existing facilities are required.
- 8.17.4 The effort of independent testing agencies.
- 8.17.5 Notice to affected property owners as may be directed by the Project Manager.

- 8.18 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.19 Safety and Protection:

- 8.19.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

- 8.19.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution

of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.20 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines,

penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against

any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm. Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the

Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

10.3.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

10.3.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

10.3.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

10.3.5 Umbrella/Excess Liability:

The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for

independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

1.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.
- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect

or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or

discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost

of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time shall be for two (2) years from the date of Commission award subject to two (2) one (1) year renewal terms.

15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project

Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take

possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
 - 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
 - 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
 - 17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.
 - 17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly

payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Contractor:

M & M Asphalt Maintenance Inc.
1180 Sw. 10th Street
Delray Beach, FL 33444
(561) 588-0949

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who

caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City.

The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc.; v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT , PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

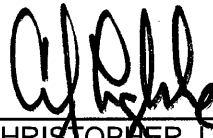
1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By: _____


CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____


JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____


For: RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

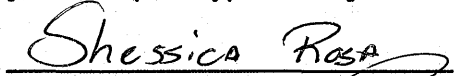
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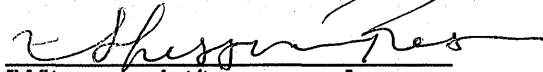
M & M Asphalt Maintenance Inc., a Florida corporation



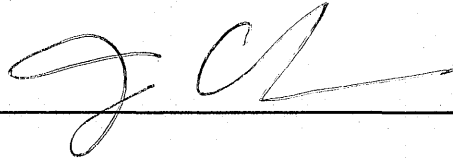
Denisse Caminero

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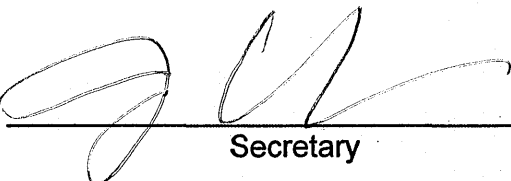


[Witness print/type name]

By: 

ATTEST:

(CORPORATE SEAL)

By: 

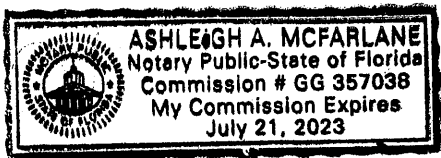
Secretary

STATE OF Florida:

COUNTY OF Palm Beach:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of May, 2020, by Jeffrey Cohen, as EXEC. V.P. for M & M Asphalt Maintenance Inc., a Florida corporation.

(SEAL)




(Signature of Notary Public - State of Florida)

Ashleigh McFarlane
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

THE
LIBRARY OF THE
MUSEUM OF MODERN ART
1000 MUSEUM AVENUE
NEW YORK, N. Y. 10028

M & M Asphalt Maintenance, Inc. DBA All County Paving

Bid Contact **Trisha Barbee**
Publicworks@allcountypaving.com
Ph 561-588-0949

Address **1180 SW 10th Street**
Delray Beach, FL 33444

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12336-103-01-01	BASE BID TOTAL: Mobilization	Supplier Product Code:	First Offer - \$4,500.00	10 / lump sum	\$45,000.00 Y Y
12336-103-01-02	BASE BID TOTAL: Paving (> 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$6.75	87000 / square yard	\$587,250.00 Y
12336-103-01-03	BASE BID TOTAL: Paving (< 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$8.50	2500 / square yard	\$21,250.00 Y
12336-103-01-04	BASE BID TOTAL: Paving (Type S-3)	Supplier Product Code:	First Offer - \$165.00	50 / ton	\$8,250.00 Y
12336-103-01-05	BASE BID TOTAL: Paving (SP 9.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00 Y
12336-103-01-06	BASE BID TOTAL: Paving (SP12.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00 Y
12336-103-01-07	BASE BID TOTAL: Tack Coat	Supplier Product Code:	First Offer - \$4.50	7000 / gallon	\$31,500.00 Y
12336-103-01-08	BASE BID TOTAL: Prime Coat	Supplier Product Code:	First Offer - \$10.00	200 / gallon	\$2,000.00 Y
12336-103-01-09	BASE BID TOTAL: Milling (1-inch)	Supplier Product Code:	First Offer - \$1.85	87000 / square yard	\$160,950.00 Y
12336-103-01-10	BASE BID TOTAL: Milling (2-inch)	Supplier Product Code:	First Offer - \$3.50	2000 / square yard	\$7,000.00 Y
12336-103-01-11	BASE BID TOTAL: Pavement marking and signage (6 -inch double yellow)	Supplier Product Code:	First Offer - \$2.37	4500 / linear foot	\$10,665.00 Y
12336-103-01-12	BASE BID	Supplier	First Offer - \$1.18	500 / linear foot	\$590.00 Y

TOTAL:
Pavement
marking and
signage (6-inch
single yellow)

Product
Code:

12336-103-01-13	BASE BID TOTAL: Pavement marking and signage (6-inch single white)	Supplier Product Code:	First Offer - \$1.18	5000 / linear foot	\$5,900.00	Y
12336-103-01-14	BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)	Supplier Product Code:	First Offer - \$1.50	500 / linear foot	\$750.00	Y
12336-103-01-15	BASE BID TOTAL: Pavement marking and signage (12-inch single white)	Supplier Product Code:	First Offer - \$3.25	500 / linear foot	\$1,625.00	Y
12336-103-01-16	BASE BID TOTAL: Pavement marking and signage (18-inch single white)	Supplier Product Code:	First Offer - \$4.30	500 / linear foot	\$2,150.00	Y
12336-103-01-17	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)	Supplier Product Code:	First Offer - \$6.43	1500 / linear foot	\$9,645.00	Y
12336-103-01-18	BASE BID TOTAL: Pavement marking and signage (6-inch striping)	Supplier Product Code:	First Offer - \$0.45	2000 / linear foot	\$900.00	Y
12336-103-01-19	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)	Supplier Product Code:	First Offer - \$1.97	500 / linear foot	\$985.00	Y
12336-103-01-20	BASE BID TOTAL: Pavement marking and	Supplier Product Code:	First Offer - \$331.20	50 / each	\$16,560.00	Y

	signage (arrows)					
12336-103-01-21	BASE BID TOTAL: Pavement marking and signage (R.P.M.s)	Supplier Product Code:	First Offer - \$4.60	1000 / each	\$4,600.00	Y
12336-103-01-22	BASE BID TOTAL: Pavement marking and signage (handicapped stalls)	Supplier Product Code:	First Offer - \$46.00	2 / each	\$92.00	Y
12336-103-01-23	BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)	Supplier Product Code:	First Offer - \$285.20	10 / each	\$2,852.00	Y
12336-103-01-24	BASE BID TOTAL: Utility adjustment (Valve manhole covers)	Supplier Product Code:	First Offer - \$350.00	10 / each	\$3,500.00	Y
12336-103-01-25	BASE BID TOTAL: Utility adjustment (Valve box covers)	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
12336-103-01-26	BASE BID TOTAL: Utility adjustment (Storm Inlet covers)	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
12336-103-01-27	BASE BID TOTAL: Utility adjustment (Sewer Clean- our covers)	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
12336-103-01-28	BASE BID TOTAL: ADA/Wheelchair Access Ramps	Supplier Product Code:	First Offer - \$2,350.00	10 / each	\$23,500.00	Y
12336-103-01-29	BASE BID TOTAL: Type D curb	Supplier Product Code:	First Offer - \$30.00	100 / linear foot	\$3,000.00	Y
12336-103-01-30	BASE BID	Supplier	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y

	TOTAL: Drop curb	Product Code:				
12336-103-01-31	BASE BID TOTAL: Type A median curb	Supplier Product Code:	First Offer - \$37.00	100 / linear foot	\$3,700.00	Y
12336-103-01-32	BASE BID TOTAL: Valley gutter	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
12336-103-01-33	BASE BID TOTAL: Type F curb	Supplier Product Code:	First Offer - \$45.00	100 / linear foot	\$4,500.00	Y
12336-103-01-34	BASE BID TOTAL: Green cycle lane coating	Supplier Product Code:	First Offer - \$5,000.00	20 / each	\$100,000.00	Y
12336-103-01-35	BASE BID TOTAL: Limerock Base (8-inch)	Supplier Product Code:	First Offer - \$35.00	100 / square yard	\$3,500.00	Y
12336-103-01-36	BASE BID TOTAL: Limerock Base (12-inch)	Supplier Product Code:	First Offer - \$41.00	100 / square yard	\$4,100.00	Y
12336-103-01-37	BASE BID TOTAL: Clearing and grubbing	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
12336-103-01-38	BASE BID TOTAL: Bicycle Sharrows	Supplier Product Code:	First Offer - \$1,500.00	20 / each	\$30,000.00	Y
12336-103-01-39	BASE BID TOTAL: Bicycle Symbols	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
12336-103-01-40	BASE BID TOTAL: Speed Humps (Flat Top 22x24)	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
12336-103-01-41	BASE BID TOTAL: Speed Humps (Round Top 12x24)	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y

Bid Allowance \$7,000.00

Lot Total **\$1,234,614.00**

Supplier Total **\$1,234,614.00**

Solicitation 12336-103

Annual Asphalt Mill And Resurfacing

Bid Designation: Public



City of Fort Lauderdale

5. Company Name: PALM BEACH COUNTY SCHOOL BOARD

Address: 3300 FOREST HILL BLVD SUITE A

WEST PALM BEACH, FL 33406

Contact: DEBRA HAMMERSHLAG

Phone #: 561-434-8229 Email:

DEBRA.HAMMERSCHLAG@PALMBEACHSCHOOLS.ORG

Contract Value: 118,975.00 Year: 2019

**Description: CONSTRUCT NEW ASPHALT PARKING SPACES AT WATSON B.
DUNCAN MIDDLE SCHOOL.**

REFERENCES

A minimum of three (3) references shall be provided:

- 1. Company Name: WEST PALM BEACH**
Address: 401 CLEMATIS STREET 4TH FLOOR
P.O. BOX 3366
Contact: UYEN DANG. P.E.
Phone #: 561-494-1087 Email: KUDANG@WPB.ORG
Contract Value: 662,759.11 Year: 2019
Description: MILLING/RESURFACING OF LAKE AVENUE INCLUDING ADA RAMPS,
CURBING AND PAVEMENT MARKINGS.
- 2. Company Name: CITY OF MIRAMAR**
Address: 13900 PEMBROKE ROAD BLDG L 1ST FLOOR
MIRAMAR, FL 33027
Contact: MARCELIN DENIS
Phone #: 954-883-6802 Email: MPDENIS@MIRAMARFL.GOV
Contract Value: 594,602.00 Year: 2019
Description: MILLING/RESURFACING OF MISC STREETS
- 3. Company Name: TOWN OF LANTANA**
Address: 501 W PINE ST
LANTANA, FL 33462
Contact: EDDIE CROCKET
Phone #: 561-540-5753 Email: ECROCKETT@LANTANA.ORG
Contract Value: 215,871.00 Year: 2018
Description: MILLING/RESURFACING OF MISC STREETS
- 4. Company Name: CITY OF SUNRISE**
Address: 10770 W. OAKLAND PARK BLVD
SUNRISE, FL 33351
Contact: ROBERT DIAZ
Phone #: 954-695-8489 Email: RDIAZ@SUNRISEFL.GOV
Contract Value: 40,000.00 Year: 2019
Description: MISC ASPHALT PAVING AND REPAIRS

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

JEFFREY COHEN
Print Name and Title

01/14/2020

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING

Company Name

JEFFREY COHEN

Name (Printed)

Signature

01/14/2020

Date

EXECUTIVE VICE PRESIDENT

Title

Submitted by:

DENISSE CAMINERO

Name (printed)

Signature

01/14/2020

Date

PROJECT COORDINATOR

Title

Revised 07/11/2019

CONSTRUCTION BID CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING**

Address: **1180 SW 10TH STREET**

City: **DELRAY BEACH** State: **FL** Zip: **33444**

Telephone No. **561-588-0949** FAX No. **561-588-2140** Email: **PUBLICWORKS@ALLCOUNTYPAVING.COM**

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

KENNETH GOLDBERG	PRESIDENT/TRESURER	JEFFREY COHEN	EXECUTIVE VICE
			PRESIDENT/SECRETARY
Name	Title	Name	Title
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid:

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received
--------------	---------------	--------------	---------------	--------------	---------------	--------------	---------------

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYS you must also click the "Take Exception" button.

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

n/a

n/a

n/a

n/a

n/a

allcounty

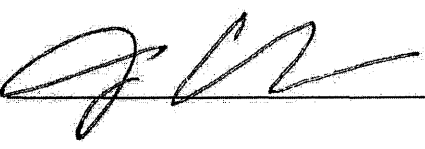
In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: 12336-103Project Description: Annual Asphalt Mill and Resurfacing

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: M&M ASPHALT MAINTENANCE INC. D/B/A ALLCOUNTY PAVINGAuthorized Company Person's Signature: _____Authorized Company Person's Title: EXECUTIVE VICE PRESIDENTDate: 01/14/2020

AGENCY CUSTOMER ID: MMASP1

LOC #:

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving, Inc. 1180 SW 10th Street Delray Beach FL 33444
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

General Information:

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C No. Ex): 954-941-0900 FAX (A/C No.): 954-941-2006 E-MAIL: kdunn@bgsagency.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Amerisure Mutual Insurance Co.	23396
		INSURER B: Amerisure Partners Insurance Company	11050
		INSURER C: Amerisure Insurance Co.	19488
		INSURER D: American Guarantee and Liability Ins Co	
		INSURER E:	
		INSURER F:	

INSURED
 M & M Asphalt Maintenance, Inc.
 d/b/a All County Paving, Inc.
 1180 SW 10th Street
 Delray Beach FL 33444

MMASPI

COVERAGES

CERTIFICATE NUMBER: 862387842

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	GL21010410302	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS						
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	167455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 *See Add'l XLS Below \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21010360301	4/30/2019	4/30/2020	☒ WC STATUS LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.

Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Primary and Non-Contributory, as required by written contract, per CA7165 0911.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Ft. Lauderdale 100 N. Andrews Avenue Ft. Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2010/05)

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

M & M Asphalt Maintenance,
Inc. DBA All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

OWNER:

(Name, legal status and address)

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Annual Asphalt Mill and Resurfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of January, 2020

(Witness)

(Witness) Rita Lazariades

M & M Asphalt Maintenance, Inc. DBA All County Paving

(Principal)

(Seal)

By:

(Title)

Hartford Fire Insurance Company

(Surety)

(Seal)

By:

(Title) Brett Rosenhaus Attorney-in-Fact

M & M Asphalt Maintenance, Inc. DBA All County Paving

Item: BASE BID TOTAL: Mobilization

Attachments

BID BOND CO-EVERIFY.pdf

From: [James Kelly](#)
To: [Fausto Vargas](#)
Subject: RE: 12336-103 - Annual Asphalt Mill and Resurfacing
Date: Monday, April 13, 2020 10:14:56 AM
Attachments: [image001.png](#)

The certificate of insurance and the surety bond are approved. However, the certificate of insurance will expire on 4/30/2020. So they will need to provide the City with the new certificate once it goes into effect. I am working from home and do not have the ability to sign the approval sheet.

From: Fausto Vargas
Sent: Monday, April 13, 2020 9:51 AM
To: James Kelly <JKelly@fortlauderdale.gov>
Subject: 12336-103 - Annual Asphalt Mill and Resurfacing

Good morning James

Could you do me a favor and confirm surety bond and insurance certificates comply with all the city requirements.

Thanks for your help.

Fausto Vargas | Procurement Specialist
City of Fort Lauderdale | Procurement Services Division
100 N. Andrews Ave. | Fort Lauderdale FL 33301
P 954-828-6167 | F 954-828-5576 | fvargas@fortlauderdale.gov



Accountability - Ethics - Impartiality - Professionalism - Service - Transparency

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving, Inc. 1180 SW 10th Street Delray Beach FL 33444
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

General Information:

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No. Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL: kdunn@bgsagency.com ADDRESS: kdunn@bgsagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Amerisure Mutual Insurance Co.	23396
		INSURER B : Amerisure Partners Insurance Company	11050
		INSURER C : Amerisure Insurance Co.	19488
		INSURER D : American Guarantee and Liability Ins Co	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 907287344** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	GL21010410302	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	Y	Y	167455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 *See Add'l XLS Below \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC21010360301	4/30/2019	4/30/2020	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

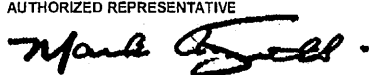
General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.

Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Primary and Non-Contributory, as required by written contract, per CA7165 0911.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Ft. Lauderdale 100 N. Andrews Avenue Ft. Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 13, 2020.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

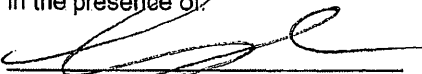
The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

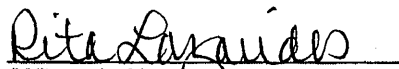
This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 13th day of March, 2020.

Signed, sealed and delivered
in the presence of:


(Witness) Signature

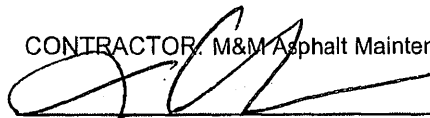
Denise Cameron
(Witness) Print Name


(Witness) Signature

Rita Lazarides
(Witness) Print Name

Nielson, Rosenhaus & Associates
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
(561) 454-8210

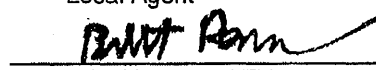
CONTRACTOR: M&M Asphalt Maintenance, Inc.



Jeffrey Colten / Executive Vice President
Print Name and Title (SEAL)

SURETY: Hartford Fire Insurance Company

Brett Rosenhaus/Nielson, Rosenhaus & Associates
Local Agent (SEAL)


Print Name and Title
Brett Rosenhaus, Attorney-in-Fact
& Florida Licensed Agent
SB-2 (SEAL)

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA STATUTES

THIS IS A SURETY BOND given by M & M Asphalt Maintenance Inc the "Contractor" as principal, referred to in this Bond as "Contractor" and Hartford Fire Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$2,000,000.00 Two Millions Dollars.

for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida	INSTR # 116414657 Recorded 03/17/20 at 07:40 AM Broward County Commission 3 Page(s) #1
Owner Address and Telephone:	City Hall, Public Works Department 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 (954) 828-5772	
Bond No.:	<u>21BCSIE8635</u>	
Contractor Name, Address, Telephone:	<u>M & M Asphalt Maintenance Inc</u> <u>1180 SW 10th Street</u> <u>Delray Beach, Fl 33444</u> <u>(561) 588-0949</u>	
Surety Company, Address, Telephone	<u>Hartford Fire Insurance Company</u> <u>One Hartford Plaza</u> <u>Hartford, CT 06115</u> <u>(860) 547-5000</u>	
Bid No. & City Project No.:	<u>ITB 12336-103 Project 12518</u>	
Name of Project:	<u>ANNUAL ASPHALT MILL AND RESURFACING</u>	
Project Location:	<u>City of Fort Lauderdale</u>	
Legal Description and Street Address	<u>This Project is located Citywide, in the City of Fort Lauderdale.</u>	
Description of Work	<u>The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.</u>	

"Contractor" is bound by an instrument in writing dated the 3rd day of March, 2020, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

TOTAL: Drop
curbProduct
Code:

12336-103--01-31	BASE BID TOTAL: Type A median curb	Supplier Product Code:	First Offer - \$37.00	100 / linear foot	\$3,700.00	Y
12336-103--01-32	BASE BID TOTAL: Valley gutter	Supplier Product Code:	First Offer - \$39.00	100 / linear foot	\$3,900.00	Y
12336-103--01-33	BASE BID TOTAL: Type F curb	Supplier Product Code:	First Offer - \$45.00	100 / linear foot	\$4,500.00	Y
12336-103--01-34	BASE BID TOTAL: Green cycle lane coating	Supplier Product Code:	First Offer - \$5,000.00	20 / each	\$100,000.00	Y
12336-103--01-35	BASE BID TOTAL: Limerock Base (8-inch)	Supplier Product Code:	First Offer - \$35.00	100 / square yard	\$3,500.00	Y
12336-103--01-36	BASE BID TOTAL: Limerock Base (12-inch)	Supplier Product Code:	First Offer - \$41.00	100 / square yard	\$4,100.00	Y
12336-103--01-37	BASE BID TOTAL: Clearing and grubbing	Supplier Product Code:	First Offer - \$4.00	100 / square foot	\$400.00	Y
12336-103--01-38	BASE BID TOTAL: Bicycle Sharrows	Supplier Product Code:	First Offer - \$1,500.00	20 / each	\$30,000.00	Y
12336-103--01-39	BASE BID TOTAL: Bicycle Symbols	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
12336-103--01-40	BASE BID TOTAL: Speed Humps (Flat Top 22x24)	Supplier Product Code:	First Offer - \$3,500.00	5 / each	\$17,500.00	Y
12336-103--01-41	BASE BID TOTAL: Speed Humps (Round Top 12x24)	Supplier Product Code:	First Offer - \$3,000.00	5 / each	\$15,000.00	Y
Bid Allowance			\$7,000.00			
					Lot Total	\$1,234,614.00
					Supplier Total	\$1,234,614.00

signage
(arrows)

12336-103-01-21	BASE BID TOTAL: Pavement marking and signage (R.P.M.s)	Supplier Product Code:	First Offer - \$4.60	1000 / each	\$4,600.00	Y
12336-103-01-22	BASE BID TOTAL: Pavement marking and signage (handicapped stalls)	Supplier Product Code:	First Offer - \$46.00	2 / each	\$92.00	Y
12336-103-01-23	BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)	Supplier Product Code:	First Offer - \$285.20	10 / each	\$2,852.00	Y
12336-103-01-24	BASE BID TOTAL: Utility adjustment (Valve manhole covers)	Supplier Product Code:	First Offer - \$350.00	10 / each	\$3,500.00	Y
12336-103-01-25	BASE BID TOTAL: Utility adjustment (Valve box covers)	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
12336-103-01-26	BASE BID TOTAL: Utility adjustment (Storm Inlet covers)	Supplier Product Code:	First Offer - \$500.00	5 / each	\$2,500.00	Y
12336-103-01-27	BASE BID TOTAL: Utility adjustment (Sewer Clean- our covers)	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
12336-103-01-28	BASE BID TOTAL: ADA/Wheelchair Access Ramps	Supplier Product Code:	First Offer - \$2,350.00	10 / each	\$23,500.00	Y
12336-103-01-29	BASE BID TOTAL: Type D curb	Supplier Product Code:	First Offer - \$30.00	100 / linear foot	\$3,000.00	Y
12336-103-01-30	BASE BID	Supplier	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y

TOTAL: Product
Pavement Code:
marking and
signage (6-inch
single yellow)

12336-103-01-13	BASE BID TOTAL: Pavement marking and signage (6-inch single white)	Supplier Product Code:	First Offer - \$1.18	5000 / linear foot	\$5,900.00	Y
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12336-103-01-14	BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)	Supplier Product Code:	First Offer - \$1.50	500 / linear foot	\$750.00	Y
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12336-103-01-15	BASE BID TOTAL: Pavement marking and signage (12-inch single white)	Supplier Product Code:	First Offer - \$3.25	500 / linear foot	\$1,625.00	Y
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12336-103-01-16	BASE BID TOTAL: Pavement marking and signage (18-inch single white)	Supplier Product Code:	First Offer - \$4.30	500 / linear foot	\$2,150.00	Y
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12336-103-01-17	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)	Supplier Product Code:	First Offer - \$6.43	1500 / linear foot	\$9,645.00	Y
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12336-103-01-18	BASE BID TOTAL: Pavement marking and signage (6-inch striping)	Supplier Product Code:	First Offer - \$0.45	2000 / linear foot	\$900.00	Y
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12336-103-01-19	BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)	Supplier Product Code:	First Offer - \$1.97	500 / linear foot	\$985.00	Y
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12336-103-01-20	BASE BID TOTAL: Pavement marking and	Supplier Product Code:	First Offer - \$331.20	50 / each	\$16,560.00	Y
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M & M Asphalt Maintenance, Inc. DBA All County Paving

Bid Contact: Trisha Barbee
 Publicworks@allcountypaving.com
 Ph 561-588-0949

Address: 1180 SW 10th Street
 Delray Beach, FL 33444

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12336-103-01-01	BASE BID TOTAL: Mobilization	Supplier Product Code:	First Offer - \$4,500.00	10 / lump sum	\$45,000.00	Y	Y
12336-103-01-02	BASE BID TOTAL: Paving (> 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$6.75	87000 / square yard	\$587,250.00		Y
12336-103-01-03	BASE BID TOTAL: Paving (< 3000 Sq. Yds.)	Supplier Product Code:	First Offer - \$8.50	2500 / square yard	\$21,250.00		Y
12336-103-01-04	BASE BID TOTAL: Paving (Type S-3)	Supplier Product Code:	First Offer - \$165.00	50 / ton	\$8,250.00		Y
12336-103-01-05	BASE BID TOTAL: Paving (SP 9.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00		Y
12336-103-01-06	BASE BID TOTAL: Paving (SP12.5)	Supplier Product Code:	First Offer - \$165.00	200 / ton	\$33,000.00		Y
12336-103-01-07	BASE BID TOTAL: Tack Coat	Supplier Product Code:	First Offer - \$4.50	7000 / gallon	\$31,500.00		Y
12336-103-01-08	BASE BID TOTAL: Prime Coat	Supplier Product Code:	First Offer - \$10.00	200 / gallon	\$2,000.00		Y
12336-103-01-09	BASE BID TOTAL: Milling (1-inch)	Supplier Product Code:	First Offer - \$1.85	87000 / square yard	\$160,950.00		Y
12336-103-01-10	BASE BID TOTAL: Milling (2-inch)	Supplier Product Code:	First Offer - \$3.50	2000 / square yard	\$7,000.00		Y
12336-103-01-11	BASE BID TOTAL: Pavement marking and signage (6-inch double yellow)	Supplier Product Code:	First Offer - \$2.37	4500 / linear foot	\$10,665.00		Y
12336-103-01-12	BASE BID	Supplier	First Offer - \$1.18	500 / linear foot	\$590.00		Y

Bid 12336-103

Annual Asphalt Mill And Resurfacing

Bid Number 12336-103
 Bid Title Annual Asphalt Mill And Resurfacing

Bid Start Date Dec 12, 2019 11:16:08 AM EST
 Bid End Date Jan 15, 2020 2:00:00 PM EST
 Question & Answer End Date Jan 2, 2020 5:00:00 PM EST

Bid Contact Fausto Vargas
 Procurement Specialist
 Finance - Procurement Division
 fvargas@fortlauderdale.gov

Contract Duration **2 years**
 Contract Renewal 2 annual renewals
 Prices Good for **120 days**

Bid Comments **INVITATION TO BID**

Sealed bids will be received electronically until 2:00 P.M., local time, on January 15, 2019, and opened immediately thereafter at the 5th Floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for BID NO., 12336-103, PROJECT NO., 12518, ANNUAL ASPHALT MILL AND RESURFACING. This Project does not have any drawing files.

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

NOTE: Payment on this contract will be made by Visa or MasterCard.

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security : A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

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Bidders can mail their bid bond to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts :

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

Item Response Form

Item	12336-103-01-01 - BASE BID TOTAL: Mobilization
Lot Description	BASE BID TOTAL
Quantity	10 lump sum
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 10

Description

Mobilization, Transportation, Demobilization, Project signage & other fixed costs for projects with task order asphalt quantity less than 3,000 square yards

Item	12336-103-01-02 - BASE BID TOTAL: Paving (> 3000 Sq. Yds.)
Lot Description	BASE BID TOTAL
Quantity	87000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 87000

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. This item also includes maintenance of traffic preparation, routing, and setup for task order asphalt quantity greater than 3000 Square yards

Item	12336-103-01-03 - BASE BID TOTAL: Paving (< 3000 Sq. Yds.)
Lot Description	BASE BID TOTAL
Quantity	2500 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2500

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. The price for this item is subjected to adjust semi-annually as described in special conditions section. Mobilization for this item for task order asphalt quantity less than 3000 square yards will be paid for under item 1

Item	12336-103-01-04 - BASE BID TOTAL: Paving (Type S-3)
Lot Description	BASE BID TOTAL
Quantity	50 ton
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course (as determined by the engineering inspector) using not more than 25% by weight of total aggregates of reclaimed asphalt. The price for this item is subjected to adjust semiannually as described in special conditions section. This item also includes maintenance of traffic preparation, routing, and setup.

Item	12336-103-01-05 - BASE BID TOTAL: Paving (SP 9.5)
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Lot Description BASE BID TOTAL
Quantity 200 ton
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 9.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item 12336-103-01-06 - BASE BID TOTAL: Paving (SP12.5)
Lot Description BASE BID TOTAL
Quantity 200 ton
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 12.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item 12336-103-01-07 - BASE BID TOTAL: Tack Coat
Lot Description BASE BID TOTAL
Quantity 7000 gallon
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 7000

Description

Furnish all materials, labor and equipment to apply tack coat as described in special conditions section.

Item 12336-103-01-08 - BASE BID TOTAL: Prime Coat
Lot Description BASE BID TOTAL
Quantity 200 gallon
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301

Qty 200

Description

Furnish all materials, labor and equipment to apply prime coat as described in special conditions section, including sanding

Item	12336-103-01-09 - BASE BID TOTAL: Milling (1-inch)
Lot Description	BASE BID TOTAL
Quantity	87000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 87000

Description

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of one inch

Item	12336-103-01-10 - BASE BID TOTAL: Milling (2-inch)
Lot Description	BASE BID TOTAL
Quantity	2000 square yard
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 2000

Description

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of two inches

Item	12336-103-01-11 - BASE BID TOTAL: Pavement marking and signage (6 -inch double yellow)
Lot Description	BASE BID TOTAL
Quantity	4500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 4500

Description

Furnish all materials, labor and equipment to install new 6 inch double yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-12 - BASE BID TOTAL: Pavement marking and signage (6-inch single yellow)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 6 inch single yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-13 - BASE BID TOTAL: Pavement marking and signage (6-inch single white)
Lot Description	BASE BID TOTAL
Quantity	5000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 5000

Description

Furnish all materials, labor and equipment to install new 6 inch single white thermoplastic. This item includes temporary painting.

Item	12336-103-01-14 - BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 8 inch single yellow thermoplastic. This item includes temporary painting.

Item	12336-103-01-15 - BASE BID TOTAL: Pavement marking and signage (12-inch single white)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 12 inch single white thermoplastic. This item includes temporary painting.

Item	12336-103-01-16 - BASE BID TOTAL: Pavement marking and signage (18-inch single white)
Lot Description	BASE BID TOTAL
Quantity	500 linear foot

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 18 inch single white thermoplastic. This item includes temporary painting.

Item **12336-103-01-17 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)**

Lot Description BASE BID TOTAL

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1500

Description

Furnish all materials, labor and equipment to install new 24 inch stop bar white thermoplastic. This item includes temporary painting.

Item **12336-103-01-18 - BASE BID TOTAL: Pavement marking and signage (6-inch striping)**

Lot Description BASE BID TOTAL

Quantity **2000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Furnish all materials, labor and equipment to install new 6 inch temporary striping over milled areas. This item includes temporary painting.

Item **12336-103-01-19 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 24 inch temporary stop bar over milled areas. This item includes temporary painting.

Item	12336-103-01-20 - BASE BID TOTAL: Pavement marking and signage (arrows)
Lot Description	BASE BID TOTAL
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Furnish all materials, labor, and equipment to apply 6-feet by 6-feet by 6-feet in length thermoplastic arrows, to speed hump (two arrows per location)

Item	12336-103-01-21 - BASE BID TOTAL: Pavement marking and signage (R.P.M.s)
Lot Description	BASE BID TOTAL
Quantity	1000 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1000

Description

Furnish all materials, labor and equipment to install various colors and blue R.P.M. s at fire hydrants where streets are overlaid per FDOT Standard Specification for Road and Bridge Construction 2010, Section 706.

Item	12336-103-01-22 - BASE BID TOTAL: Pavement marking and signage (handicapped stalls)
Lot Description	BASE BID TOTAL
Quantity	2 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2

Description

Furnish all materials, labor and equipment to install painted handicapped stalls, including striping and symbols Per FDOT Index No.17346, Page 12

Item	12336-103-01-23 - BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)
Lot Description	BASE BID TOTAL
Quantity	10 each
Unit Price	
Delivery Location	City of Fort Lauderdale

See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to install thermoplastic symbol pavement markings per FDOT Index No.17346, including temporary paint

Item **12336-103-01-24 - BASE BID TOTAL: Utility adjustment (Valve manhole covers)**
Lot Description BASE BID TOTAL
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation

Item **12336-103-01-25 - BASE BID TOTAL: Utility adjustment (Valve box covers)**
Lot Description BASE BID TOTAL
Quantity **10 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation

Item **12336-103-01-26 - BASE BID TOTAL: Utility adjustment (Storm Inlet covers)**
Lot Description BASE BID TOTAL
Quantity **5 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5

Description

Furnish all materials, labor and equipment to adjust the elevation of existing storm inlets and storm inlet covers to match the new resurfaced pavement elevation

Item **12336-103-01-27 - BASE BID TOTAL: Utility adjustment (Sewer Clean-our covers)**

Lot Description BASE BID TOTAL
 Quantity 10 each
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of sewer clean-out covers to match the new resurfaced pavement elevation

Item 12336-103-01-28 - BASE BID TOTAL: ADA/Wheelchair Access Ramps
 Lot Description BASE BID TOTAL
 Quantity 10 each
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
 Qty 10

Description

Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramps, as well as reconstruction of base where required, to include clearing and grubbing. Concrete slab shall have 6-inches minimum thickness per detailed specifications. All ramps shall have detectable warning surface truncated dome epoxy-type installation Provide Armor Tile - Cast In Place or approved equal detectable warning surface on each ramp location also per detailed specifications.

Item 12336-103-01-29 - BASE BID TOTAL: Type D curb
 Lot Description BASE BID TOTAL
 Quantity 100 linear foot
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
 Fort Lauderdale FL 33301
 Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type D curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-30 - BASE BID TOTAL: Drop curb
 Lot Description BASE BID TOTAL
 Quantity 100 linear foot
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Drop curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-31 - BASE BID TOTAL: Type A median curb**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type A median curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-32 - BASE BID TOTAL: Valley gutter**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Valley gutter; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-33 - BASE BID TOTAL: Type F curb**Lot Description** BASE BID TOTAL**Quantity** 100 linear foot**Unit Price** **Delivery Location** City of Fort Lauderdale[See ITB Specifications](#)[See ITB Specifications](#)

Fort Lauderdale FL 33301

Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type F curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item 12336-103-01-34 - BASE BID TOTAL: Green cycle lane coating

Lot Description BASE BID TOTAL
Quantity 20 each
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 20

Description

Furnish all materials, labor and equipment to apply green color cycle lane coating. This item includes all work necessary to prepare existing asphalt pavement, approximately 500 square yards

Item 12336-103-01-35 - BASE BID TOTAL: Limerock Base (8-inch)
Lot Description BASE BID TOTAL
Quantity 100 square yard
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 8 inch thick compacted limerock base.

Item 12336-103-01-36 - BASE BID TOTAL: Limerock Base (12-inch)
Lot Description BASE BID TOTAL
Quantity 100 square yard
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 12 inch thick compacted limerock base in 2 - 6 inch lifts

Item 12336-103-01-37 - BASE BID TOTAL: Clearing and grubbing
Lot Description BASE BID TOTAL
Quantity 100 square foot
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment for clearing and grubbing

Item	12336-103-01-38 - BASE BID TOTAL: Bicycle Sharrows
Lot Description	BASE BID TOTAL
Quantity	20 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic sharrows. This item includes temporary painting.

Item	12336-103-01-39 - BASE BID TOTAL: Bicycle Symbols
Lot Description	BASE BID TOTAL
Quantity	20 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic symbols. This item includes temporary painting.

Item	12336-103-01-40 - BASE BID TOTAL: Speed Humps (Flat Top 22x24)
Lot Description	BASE BID TOTAL
Quantity	5 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

Furnish all materials, labor, and equipment to demolish and restore flat top profile speed humps, 22-feet long by 24-feet wide.

Item	12336-103-01-41 - BASE BID TOTAL: Speed Humps (Round Top 12x24)
Lot Description	BASE BID TOTAL
Quantity	5 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301

Qty 5

Description

Furnish all materials, labor, and equipment to demolish and restore rounded top profile speed humps, 12-feet long by 24-feet wide.



Solicitation 12336-103

Annual Asphalt Mill And Resurfacing

Bid Designation: Public



City of Fort Lauderdale

Bid 12336-103

Annual Asphalt Mill And Resurfacing

Bid Number 12336-103
 Bid Title Annual Asphalt Mill And Resurfacing

Bid Start Date Dec 12, 2019 11:16:08 AM EST
 Bid End Date Jan 15, 2020 2:00:00 PM EST
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Bid Contact Fausto Vargas
 Procurement Specialist
 Finance - Procurement Division
 fvargas@fortlauderdale.gov

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 Contract Renewal 2 annual renewals
 Prices Good for **120 days**

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This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

NOTE: Payment on this contract will be made by Visa or MasterCard.

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

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It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

Certified Checks, Cashier's Checks and Bank Drafts :

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services> . For general inquiries, please call (954) 828-5933.

Item Response Form

Item	12336-103--01-01 - BASE BID TOTAL: Mobilization
Lot Description	BASE BID TOTAL
Quantity	10 lump sum
Unit Price	
Delivery Location	City of Fort Lauderdale
	<u>See ITB Specifications</u>
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 10

Description

Mobilization, Transportation, Demobilization, Project signage & other fixed costs for projects with task order asphalt quantity less than 3,000 square yards

Item **12336-103--01-02 - BASE BID TOTAL: Paving (> 3000 Sq. Yds.)**
 Lot Description BASE BID TOTAL
 Quantity **87000 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 87000

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. This item also includes maintenance of traffic preparation, routing, and setup for task order asphalt quantity greater than 3000 Square yards

Item **12336-103--01-03 - BASE BID TOTAL: Paving (< 3000 Sq. Yds.)**
 Lot Description BASE BID TOTAL
 Quantity **2500 square yard**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2500

Description

Furnish all materials and equipment to install Florida Department of Transportation Type III asphaltic concrete surface (at one inch depth) using not more than 25% by weight of total aggregates of reclaimed asphalt on existing paved and newly-constructed streets as specified herein, including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. The price for this item is subjected to adjust semi-annually as described in special conditions section. Mobilization for this item for task order asphalt quantity less than 3000 square yards will be paid for under item 1

Item **12336-103--01-04 - BASE BID TOTAL: Paving (Type S-3)**
 Lot Description BASE BID TOTAL
 Quantity **50 ton**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

Furnish all materials and equipment to install Type S-3 asphaltic concrete leveling course (as determined by the engineering inspector) using not more than 25% by weight of total aggregates of reclaimed asphalt. The price for this item is subjected to adjust semiannually as described in special conditions section. This item also includes maintenance of traffic preparation, routing, and setup.

Item **12336-103--01-05 - BASE BID TOTAL: Paving (SP 9.5)**

Lot Description **BASE BID TOTAL**

Quantity **200 ton**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 9.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item **12336-103--01-06 - BASE BID TOTAL: Paving (SP12.5)**

Lot Description **BASE BID TOTAL**

Quantity **200 ton**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 200

Description

Furnish all materials and equipment to install Florida Department of Transportation SP 12.5 Superpave Asphaltic Concrete including cut-backs where necessary. The price for this item is subjected to adjust semi-annually as described in special conditions section. Maintenance of traffic preparation, routing, and setup will be paid for under item 1

Item **12336-103--01-07 - BASE BID TOTAL: Tack Coat**

Lot Description **BASE BID TOTAL**

Quantity **7000 gallon**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 7000

Description

Furnish all materials, labor and equipment to apply tack coat as described in special conditions section.

Item **12336-103--01-08 - BASE BID TOTAL: Prime Coat**

Lot Description **BASE BID TOTAL**

Quantity **200 gallon**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 200**Description**

Furnish all materials, labor and equipment to apply prime coat as described in special conditions section, including sanding

Item 12336-103--01-09 - BASE BID TOTAL: Milling (1-inch)**Lot Description BASE BID TOTAL****Quantity 87000 square yard****Unit Price****Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 87000**Description**

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of one inch

Item 12336-103--01-10 - BASE BID TOTAL: Milling (2-inch)**Lot Description BASE BID TOTAL****Quantity 2000 square yard****Unit Price****Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 2000**Description**

Furnish all materials, labor and equipment to mill and dispose of existing asphalt pavement to a depth of two inches

Item 12336-103--01-11 - BASE BID TOTAL: Pavement marking and signage (6 -inch double yellow)**Lot Description BASE BID TOTAL****Quantity 4500 linear foot****Unit Price****Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 4500**Description**

Furnish all materials, labor and equipment to install new 6 inch double yellow thermoplastic. This item includes temporary painting.

Item 12336-103--01-12 - BASE BID TOTAL: Pavement marking and signage (6-inch single yellow)**Lot Description BASE BID TOTAL****Quantity 500 linear foot****Unit Price****Delivery Location City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500**Description**

Furnish all materials, labor and equipment to install new 6 inch single yellow thermoplastic. This item includes temporary painting.

Item **12336-103--01-13 - BASE BID TOTAL: Pavement marking and signage (6-inch single white)**

Lot Description BASE BID TOTAL

Quantity **5000 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 5000**Description**

Furnish all materials, labor and equipment to install new 6 inch single white thermoplastic. This item includes temporary painting.

Item **12336-103--01-14 - BASE BID TOTAL: Pavement marking and signage (8-inch single yellow)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500**Description**

Furnish all materials, labor and equipment to install new 8 inch single yellow thermoplastic. This item includes temporary painting.

Item **12336-103--01-15 - BASE BID TOTAL: Pavement marking and signage (12-inch single white)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500**Description**

Furnish all materials, labor and equipment to install new 12 inch single white thermoplastic. This item includes temporary painting.

Item **12336-103--01-16 - BASE BID TOTAL: Pavement marking and signage (18-inch single white)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 18 inch single white thermoplastic. This item includes temporary painting.

Item **12336-103--01-17 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar white)**

Lot Description BASE BID TOTAL

Quantity **1500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

Furnish all materials, labor and equipment to install new 24 inch stop bar white thermoplastic. This item includes temporary painting.

Item **12336-103--01-18 - BASE BID TOTAL: Pavement marking and signage (6-inch striping)**

Lot Description BASE BID TOTAL

Quantity **2000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

Furnish all materials, labor and equipment to install new 6 inch temporary striping over milled areas. This item includes temporary painting.

Item **12336-103--01-19 - BASE BID TOTAL: Pavement marking and signage (24-inch stop bar)**

Lot Description BASE BID TOTAL

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Furnish all materials, labor and equipment to install new 24 inch temporary stop bar over milled areas. This item includes temporary painting.

Item **12336-103--01-20 - BASE BID TOTAL: Pavement marking and signage (arrows)**
 Lot Description BASE BID TOTAL
 Quantity **50 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 50

Description

Furnish all materials, labor, and equipment to apply 6-feet by 6-feet by 6-feet in length thermoplastic arrows, to speed hump (two arrows per location)

Item **12336-103--01-21 - BASE BID TOTAL: Pavement marking and signage (R.P.M.s)**
 Lot Description BASE BID TOTAL
 Quantity **1000 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1000

Description

Furnish all materials, labor and equipment to install various colors and blue R.P.M. s at fire hydrants where streets are overlaid per FDOT Standard Specification for Road and Bridge Construction 2010, Section 706.

Item **12336-103--01-22 - BASE BID TOTAL: Pavement marking and signage (handicapped stalls)**
 Lot Description BASE BID TOTAL
 Quantity **2 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Furnish all materials, labor and equipment to install painted handicapped stalls, including striping and symbols Per FDOT Index No.17346, Page 12

Item **12336-103--01-23 - BASE BID TOTAL: Pavement marking and signage (Thermoplastic pavement)**
 Lot Description BASE BID TOTAL
 Quantity **10 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Furnish all materials, labor and equipment to install thermoplastic symbol pavement markings per FDOT Index No.17346, including temporary paint

Item **12336-103--01-24 - BASE BID TOTAL: Utility adjustment (Valve manhole covers)**

Lot Description BASE BID TOTAL

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Furnish all materials, labor and equipment to adjust the elevation of existing sanitary sewer, storm sewer, and/or air valve manhole covers to match the new resurfaced pavement elevation

Item **12336-103--01-25 - BASE BID TOTAL: Utility adjustment (Valve box covers)**

Lot Description BASE BID TOTAL

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Furnish all materials, labor and equipment to adjust the elevation of valve box covers to match the new resurfaced pavement elevation

Item **12336-103--01-26 - BASE BID TOTAL: Utility adjustment (Storm Inlet covers)**

Lot Description BASE BID TOTAL

Quantity **5 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 5**Description**

Furnish all materials, labor and equipment to adjust the elevation of existing storm inlets and storm inlet covers to match the new resurfaced pavement elevation

Item **12336-103--01-27 - BASE BID TOTAL: Utility adjustment (Sewer Clean-our covers)**

Lot Description **BASE BID TOTAL**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to adjust the elevation of sewer clean-out covers to match the new resurfaced pavement elevation

Item **12336-103--01-28 - BASE BID TOTAL: ADA/Wheelchair Access Ramps**

Lot Description **BASE BID TOTAL**

Quantity **10 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 10

Description

Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramps, as well as reconstruction of base where required, to include clearing and grubbing. Concrete slab shall have 6-inches minimum thickness per detailed specifications. All ramps shall have detectable warning surface truncated dome epoxy-type installation Provide Armor Tile - Cast In Place or approved equal detectable warning surface on each ramp location also per detailed specifications.

Item **12336-103--01-29 - BASE BID TOTAL: Type D curb**

Lot Description **BASE BID TOTAL**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to construct standard Type D curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item **12336-103--01-30 - BASE BID TOTAL: Drop curb**

Lot Description **BASE BID TOTAL**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Furnish all materials, labor and equipment to construct standard Drop curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item **12336-103--01-31 - BASE BID TOTAL: Type A median curb**

Lot Description BASE BID TOTAL

Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Furnish all materials, labor and equipment to construct standard Type A median curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item **12336-103--01-32 - BASE BID TOTAL: Valley gutter**

Lot Description BASE BID TOTAL

Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Furnish all materials, labor and equipment to construct standard Valley gutter; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item **12336-103--01-33 - BASE BID TOTAL: Type F curb**

Lot Description BASE BID TOTAL

Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Furnish all materials, labor and equipment to construct standard Type F curb; reconstruction and addition of limerock base where required. This item also includes clearing and grubbing, removal and proper disposal of existing curb. See detailed specifications.

Item **12336-103--01-34 - BASE BID TOTAL: Green cycle lane coating**

Lot Description **BASE BID TOTAL**

Quantity **20 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

Furnish all materials, labor and equipment to apply green color cycle lane coating. This item includes all work necessary to prepare existing asphalt pavement, approximately 500 square yards

Item **12336-103--01-35 - BASE BID TOTAL: Limerock Base (8-inch)**

Lot Description **BASE BID TOTAL**

Quantity **100 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 8 inch thick compacted limerock base.

Item **12336-103--01-36 - BASE BID TOTAL: Limerock Base (12-inch)**

Lot Description **BASE BID TOTAL**

Quantity **100 square yard**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment to install Furnish all materials, 12 inch thick compacted limerock base in 2 - 6 inch lifts

Item **12336-103--01-37 - BASE BID TOTAL: Clearing and grubbing**

Lot Description **BASE BID TOTAL**

Quantity **100 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 100

Description

Furnish all materials, labor and equipment for clearing and grubbing

Item **12336-103--01-38 - BASE BID TOTAL: Bicycle Sharrows**
 Lot Description BASE BID TOTAL
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic sharrows. This item includes temporary painting.

Item **12336-103--01-39 - BASE BID TOTAL: Bicycle Symbols**
 Lot Description BASE BID TOTAL
 Quantity **20 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 20

Description

Furnish all materials, labor and equipment to install thermoplastic symbols. This item includes temporary painting.

Item **12336-103--01-40 - BASE BID TOTAL: Speed Humps (Flat Top 22x24)**
 Lot Description BASE BID TOTAL
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5

Description

Furnish all materials, labor, and equipment to demolish and restore flat top profile speed humps, 22-feet long by 24-feet wide.

Item **12336-103--01-41 - BASE BID TOTAL: Speed Humps (Round Top 12x24)**
 Lot Description BASE BID TOTAL
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 5**Description**

Furnish all materials, labor, and equipment to demolish and restore rounded top profile speed humps, 12-feet long by 24-feet wide.

**CITY OF FORT LAUDERDALE
CONTRACT AND SPECIFICATIONS PACKAGE**

BID NO. 12336-103

PROJECT NO. 12518

**ANNUAL ASPHALT MILL AND
RESURFACING**



**BARBARA R. HOWELL
PROJECT MANAGER II**

**FAUSTO VARGAS
PROCUREMENT SPECIALIST**
Telephone: (954) 828-6167 E-mail: fvargas@fortlauderdale.gov

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Note: The following documents are available electronically for completion and documents **must** be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

[CITB Prime Contractor ID](#)
[CITB Questionnaire Sheets](#) [CITB](#)
[Non-Collusion Statement](#)
[Non-Discrimination Certification](#)
[Contract Payment Method](#)
[CITB Construction Bid Certification](#)
[E-Verify Affirmation Statement](#)

INVITATION TO BID

Sealed bids will be received electronically until **2:00 P.M.**, local time, on **January 13, 2019**, and opened immediately thereafter at the 5th Floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, for **BID NO., 12336-103, PROJECT NO., 12518, ANNUAL ASPHALT MILL AND RESURFACING.**

This Project does not have any drawing files.

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

NOTE: Payment on this contract will be made by Visa or MasterCard.

Licensing Requirements: – Possession of a General Contractor's License issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

Pre-Bid Meeting/Site visit: There will not be a pre-bid meeting or site visit for this Invitation to Bid.

However, it will be the sole responsibility of the bidder to inspect the City's locations and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **FIVE percent (5%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways.

- 1) BidSync allows bidders to submit bid bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BIDSYNC customer care department.
- 2) Bidders may **upload** their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver the original, signed and sealed hard copy within **five (5)** business days after bid opening, with the company name, bid number and title clearly indicated.

INVITATION TO BID (continued)

- 3) Bidders can **hand deliver** their bid bond in a sealed envelope to the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.
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Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5933.

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

QUALIFICATIONS OF BIDDERS – No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF FORT LAUDERDALE, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

CONCERNING SUBCONSULTANTS, SUPPLIERS, AND OTHERS - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder, shall with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any seeming inconsistency between different provisions of the plans, specifications, proposal or contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in BIDSYNC.COM. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addendums have been issued in BIDSYNC.COM.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify **in BIDSYNC.COM** that he has all addenda before submitting a bid.

LEGAL CONDITIONS - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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 a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

FORMS OF PROPOSALS - Each proposal and its accompanying statements must be made on the blanks provided. **THE FORMS MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents.

INSTRUCTIONS TO BIDDERS (continued)

FORMS OF PROPOSALS (CONTINUED) - The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

INSURANCE - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

BID BOND - A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Fort Lauderdale, Florida, or bid bond in such amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this proposal, in the event the proposal of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful bidders will be returned to them upon the acceptance of the bid of the successful bidder. If the successful bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Fort Lauderdale as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

FILLING IN BIDS - All prices must be electronically submitted in the proposal pages, and all proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or

INSTRUCTIONS TO BIDDERS (continued)

services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

DELETION OR MODIFICATION OF SERVICES: The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

CAUSES FOR REJECTION - No proposal will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the proposal informal.

REJECTION OF BIDS - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among bidders. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Procurement Manager, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. The complete protest ordinance may be found on the City's website at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish

INSTRUCTIONS TO BIDDERS (continued)

good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable, responsible, and responsive in the opinion of the City Commission, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

ENFORCEMENT OF SPECIFICATIONS - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

COPIES OF DRAWING PLANS - Copies of the drawing plans are on file in the Public Works Department, City Hall, 4th Floor, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes, written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and save harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

INSTRUCTIONS TO BIDDERS (continued)

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes.

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS - It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed **to a policy of equitable participation for these firms**. The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK includes persons having origins in any of the Black racial groups of Africa.

WHITE includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-00-27, and Resolution No. 07-101, may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf

PROJECT 12518

SPECIAL CONDITIONS**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide construction services in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. TRANSACTION FEES

The City uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com, and that any bid security not submitted via BidSync reaches the City of Fort Lauderdale, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.**

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact **Fausto Vargas, Procurement Specialist**, at **(954) 828-6167** or email at fvargas@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the Question/Answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). **Contractors please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

SPECIAL CONDITIONS (continued)

PROJECT 12518

05. CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date specified in the Notice To Proceed given by the City and shall expire **two (2) years** from that date. The City reserves the right to extend the contract for **two (2) additional one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **seven (7)** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **one hundred and eighty (180)** days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or **two (2)** years from effective date of the agreement, whichever comes first. All task orders issued before the contract termination must be completed under this contract even if contract has expired.

The City of Fort Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids. The City of Fort Lauderdale reserves the right to reduce or delete any of the bid items.

At time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended on this project. Contract quantities of any or all items may be increased, reduced, or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce, or eliminate the contract quantities in any amount.

SPECIAL CONDITIONS (continued)

PROJECT 12518

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **FIVE percent (5%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award.

A General Contractor's License issued by the State of Florida is required for working within public rights-of-way.

To be considered for award of this contract, the bidder must submit a financial statement upon request.

*Note: Contractor **must** have proper licensing prior to submitting bid and must provide evidence of same with the bid.*

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

The contractor shall have at least five (5) years previous construction experience in asphalt milling and resurfacing in the State of Florida within the last ten (10) years. Bidder shall submit proof of construction experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this contract at no additional charge.

SPECIAL CONDITIONS (continued)

PROJECT 12518

09. BID ALLOWANCE

Allowance for permits: Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

Allowances	\$
Allowance for dumping fee	4,000
Permit fees and testing allowance	3,000
TOTAL	\$7,000

Note: *The City will add this allowance to your bid.*

10. INSURANCE REQUIREMENTS *(See Article 10, Bonds and Insurance, of the Contract for details)*

10.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

10.1.1 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

SPECIAL CONDITIONS (continued)

PROJECT 12518

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

10.1.2 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.1.3 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

- 10.1.4 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

SPECIAL CONDITIONS (continued)

PROJECT 12518

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

SPECIAL CONDITIONS (continued)

PROJECT 12518

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME, AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

11. PERFORMANCE AND PAYMENT BOND: 100%

Number of awards anticipated: 1

The City may award up to three (3) Contracts to responsive and responsible contractors providing the lowest bid amounts in sequential order. The selected contractors will receive Task Orders during the effective term of the contract. Each Task Order shall require Surety bonds equal to 100% of the Task Order total. (See complete Performance bond requirements under Article 10 of the Sample Agreement.

12. CITY PROJECT MANAGER

The Project Manager is hereby designated by the City as **Barabara R. Howell**, whose address is 100 North Andrews, 4th Floor, Fort Lauderdale, FL 33301, telephone number: **(954) 828-4505**, and e-mail address is **bhowell@fortlauderdale.gov**. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

13. LIQUIDATED DAMAGES *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work of an executed task order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task

SPECIAL CONDITIONS (continued)

PROJECT 12518

Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

14. PAYMENT *(See Article 7, Payment, of the Contract for other details)*

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

16. INSPECTION OVERTIME COST: \$100/hr_____

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, **2020**, by and between the City of Fort Lauderdale, a Florida municipal corporation (City) and _____, (Contractor), (parties);

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No., **12336-103**, Project Number, **12518**, which was opened on _____, **2020**; and,

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

- 1.15 Effective Date of the Agreement – The effective date of the agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute non-performance of the Contractor and would be ground for termination of the contract per ARTICLE 17 of the Agreement.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-work days as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL ASPHALT MILL AND RESURFACING

ITB #12336-103 PROJECT # 12518

- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

PROJECT DESCRIPTION

This Project is located Citywide, in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, installation of an estimated 100,000 square yards of Type S-3 asphalt, 3000 square yards of FDOT Superpave 9.5 asphalt, 20 ADA access ramps, thermoplastic pavement marking, milling and leveling of existing asphalt pavement, and other items quantified in the proposal pages of this contract.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as **Barbara R. Howell** whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301, telephone number: (954) 828-4505, and email address is bhowell@fortlauderdale.gov The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.

- 4.3 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).
- 4.4 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.5 Notice of Award and Notice to Proceed.
- 4.6 General Conditions as amended by the Special Conditions.
- 4.7 Technical Specifications.
- 4.8 Plans/Drawings.
- 4.9 Addenda number __ through __, inclusive.
- 4.10 Bid Form and supplement Affidavits and Agreements.
- 4.11 All applicable provisions of State and Federal Law.
- 4.12 Invitation to Bid No., **12336-103**, Instructions to Bidders, and Bid Bond.
- 4.13 Contractor's response to the City's Invitation to Bid No., **12336-103**, dated _____, **2020**.
- 4.14 Schedule of Completion and Schedule of Values.
- 4.15 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.16 Any additional documents that are required to be submitted under the Agreement.
- 4.17 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. Approved change orders, addenda or amendments.
- c. Specifications (quality) and Drawings (location and quantity).
- d. Supplemental conditions or special terms.
- e. General Terms and Conditions.

- f. This Agreement dated _____ and any attachments.
- g. Invitation to Bid No., **12336-103**, and the specifications prepared by the City.
- h. Contractor's response to the City's Invitation to Bid No., **12336-103**, dated **2020**.
- i. Schedule of Values.
- j. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date of award by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **seven (7)** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.

- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. No new Task Orders will be assigned after the contract's expiration nor will any new work be performed after that date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price is a unit price contract, in accordance with those line item unit prices contained in the Contractor's ITB response and incorporated by reference herein. The quantities of work in the Proposal are a rough approximation only. The total quantities of work to be included in this Contract and actually performed may vary widely depending upon the work that will be authorized by the City through Task Orders, during the period of this Contract.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.

- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card Program utilizing both VISA and MASTERCARD networks. Purchases made from this Contract shall be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present),

and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the

Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between **8 a.m. and 5:00 p.m.**, Monday through Friday.

The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hour are from 8:00 A.M. to 4:30 P.M. and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at \$100.00 per hour.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.
- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the

interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

8.16.5 Notice to affected property owners as may be directed by the Project Manager.

- 8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

- 8.18 Safety and Protection:

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

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

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

- 8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.
- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved

Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm. Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk

within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the

performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City’s decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State

of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2014), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

10.3.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate

types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

10.3.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

10.3.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.3.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

10.3.5 Umbrella/Excess Liability:

The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER AND NAME MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON ALL LIABILITY POLICIES, WITH THE EXCEPTION OF WORKERS' COMPENSATION.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

1.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, Contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Engineer for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly

attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's

representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention

or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and

removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

- 14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time shall be for two (2) years from the date of Commission award subject to two (2) one (1) year renewal terms.
- 15.2 All time limits stated in the Contract Documents and within each executed Task Order are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately

to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

17.2.8 If the Contractor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such

other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.

- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.
- 22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 Attorney Fees: If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT , PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK’S

OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Annual Asphalt Mill and Resurfacing
(Contractor)
Project # 12518

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By: _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES: _____, a Florida corporation

_____ By _____

Print Name

PRINT NAME

Title

ATTEST:

_____ BY: _____
Print Name

PRINT NAME

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ (Name), as _____ (Title) of _____. (CONTRACTOR), a Florida corporation, on behalf of the Corporation.

SEAL

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

☐ Personally Known or ☐ Produced Identification:

Type of Identification Produced: _____

GC - 01 - GENERAL CONDITIONS

Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:

GC – 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a Bid for the Work.

"Bonds" –shall mean Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purpose of this Contract, "City" without modification shall mean the City Commission, and/or City Manager or his/her designee(s) as applicable.

"Construction Manager" - shall mean the Public Works Director or his/her designee.

"Construction Project Manager" - shall mean the Public Works Director or his/her designee.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof except Extra Work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Public Works Director shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall mean the Public Works Director or his/her designee.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States Mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean the Public Works Director or his/her designee.

"Public Works Director" -shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Public Works Director.

"Subcontractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC – 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the Contract Documents and finds and has further determined that no conditions exist that would in

any manner affect the Bid price and that the project can be completed for the Bid price submitted. Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

GC – 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the Public Works Director. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall reach the Public Works Director no less than ten (10) Working Days prior to the date set for opening of Bids; and
2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Public Works Director will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Public Works Director, an Addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of Bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC – 04 - CONTROL OF THE WORK - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing

herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours. The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC – 05 - SUBCONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the Public Works Director shall not constitute a waiver of any right of Public Works Director to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any Subcontractor or other person, or organization, except as may otherwise be required by law.

GC – 06 - QUANTITIES - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract.

The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC-07 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 08 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

GC - 09 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Public Works Director may deem necessary.

Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

GC - 11 - SUPPLEMENTARY DRAWINGS - When, in the opinion of the Public Works Director, it becomes necessary to explain more fully the Work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Public Works Director and copies will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the original Plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the Contract.

GC - 12 - MATERIALS AND WORKMANSHIP - All material and workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of dispute the Public Works Director's decision shall be final. Wherever the Plans, specifications, Contract Documents, or the directions of the Public Works Director are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Public Works Director, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

In all cases, new materials shall be used, unless this provision is waived by notice from the City in writing.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed surveyor if disturbed or destroyed during the course of construction.

GC - 14 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 15 - JOB DESCRIPTION SIGNS – Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences.

GC - 17 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Public Works Director every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 18 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 19 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

GC - 20 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 21 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the Engineering Department, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times.

GC - 22 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director.

Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

GC - 23 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott

of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

GC - 25 - LOCATION OF UNDERGROUND FACILITIES - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

GC - 26 – USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), The City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

GC – 27 – PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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GENERAL:

At time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended on its street resurfacing program in any year. Contract quantities may be reduced or increased to maintain the contract amount within this established limit. It is the intent of this contract to perform the work indicated in the project task order 1. Some items may be increased, decreased or deleted entirely.

All work shall be scheduled through the Office of the City Engineer. An official Departmental notification form (Task Order) will be sent (mailed and faxed) to the Contractor containing the date, time, location sketch, and amount of work to be done as one job or task-order. This form will be the authorization to start work. The Contractor shall commence each authorized portion of work within ten (10) business days of notification. **Upon notification, and prior to commencing work, the Contractor and Engineer shall reach an agreement as to the reasonable number of working days that will be required for the specific amount of task order** (unless the notification form states the number of working days to be allowed). The work shall be completed within the number of working days agreed upon between the Engineer and Contractor, subject to extensions allowed by the Engineer due to unfavorable weather or other allowable causes substantiated by the Contractor.

The work under this contract shall consist of furnishing all labor, materials, equipment and incidentals necessary for general asphalt and road and pathway. Work may include items such as grading, overlays, milling existing asphalt, placing tack coat and plant mix asphaltic concrete compacted to the lines and grades established by the Engineer in City streets, alleys, rights-of-way and within City-owned, or managed property. The job mix formula for each type of asphalt is to be approved by the City Engineer. The plant mix asphalt for this work shall meet this formula within tolerances as specified by the State of Florida Department of Transportation.

PART I – DETAIL SPECIFICATIONS/SCOPE OF SERVICES

The work will include repair and maintenance of the water, sewer, and stormwater infrastructure within the City of Fort Lauderdale often necessitates the cutting or removal of asphalt, striping, and reflective markers within the public right-of-way. The right-of-way may be located within City, County, and/or State jurisdiction and work must be completed per the specifications of the road owner (FDOT, County, and City).

These worksites must be restored quickly after the Utility work is complete. The Utility restoration asphalt work consists of infrequent, relatively small jobs spread throughout the City with a short timeline for completion. Upon notification to contractor by authorized City staff, the paving work must be scheduled by contractor within 48 hours and job completion by ten business days.

The successful bidder shall provide pavement repair services on an as-needed-basis as assigned by authorized City of Fort Lauderdale personnel. Repairs may include Asphalt Concrete (AC), Portland Cement Concrete (PCC), and related materials and services to include but not limited to striping, replacement of reflective markers, scheduling density testing and notifying the proper agency (State, County, and City) for permitting and inspection. Road restoration must match existing asphalt road slope and grade and asphalt type and thickness. Road restoration must comply with all State, County, and City standards for restoration. Street condition following any trench related work shall be

**DETAILED SPECIFICATIONS
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left in an “as good or better” condition following completion of the work to the satisfaction of the City.

The locations that will be assigned for repair services consist of residential and arterial roadways. The City makes no guarantees, expressed or implied, as to the actual number of pavement repair/construction projects to be assigned during any term of the awarded contract.

1. Traffic Control:

The Contractor shall conduct repair operations in a manner that causes minimum obstruction and inconvenience to the public. A Maintenance of Traffic (MOT) plan shall be implemented and must conform to the minimum requirements of the agency that has jurisdiction over the roadway where the repair is being made. The Contractor shall furnish Flaggers as necessary to ensure the public is adequately warned that roadway work is underway and of any potentially dangerous conditions. Flagger equipment and high-visibility apparel shall be furnished, kept clean, and maintained in good repair by the Contractor at the Contractor's expense.

The Contractor shall furnish, install, maintain, and regularly inspect barricades, lights, signs and other devices as necessary to prevent accidents, damage to property, and/or injury to the public. The contractor will be responsible for barricades (set-ups, break downs, ordering and cancellation).

All traffic control devices shall conform to the requirements set forth in the General Conditions of this ITB. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

The Contractor shall only charge the City for Traffic Control services for job sites which are in Urban Principal, Urban Minor arterial streets and Urban Major and Minor Collector roadways. No charges for MOT shall be allowed on residential streets. The Contractor shall not charge the City for Traffic Control services for multiple job sites within 150 feet of each other, within the same flow direction. **No additional or separate compensation for traffic control will be allowed throughout the duration of the contract.**

2. Construction Methods:

Existing improvements, buildings, trees, shrubs, and other items in proximity to where pavement repair is being executed shall be protected from damage that could result from Contractor operations. The Contractor shall be responsible for repairing, at Contractor's sole expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

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The Contractor shall utilize dust palliative products and techniques in order to protect any and all adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs, and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. All trench repair projects shall be completed by the end of the workday on which they are started. The Contractor shall be responsible for all project clean-up at Contractor's sole expense.

Surplus spoils/materials shall become the Contractor's property and shall be disposed of in accordance with Florida Department of Environmental Protection standard Waste Management practices. <http://floridadep.gov/waste>.

3. Removals, Grading, and Earthwork:

All AC and PCC pavement shall be machine saw-cut for removal. Pavement saw-cuts shall be made so that removal is to the saw-cut line without additional cracking or breakage beyond the saw-cut lines. All saw-cut depths shall be no less than one and one-half (1½) inches in depth. The Contractor shall saw-cut the existing pavement 12-inches beyond the trench patch limits on all four (4) sides and remove the AC pavement and ASPHALT CONCRETE cap to the base course.

Pricing for saw-cutting, removals, grading, and earthwork shall be included in the bid price per square foot and/or total sum costs.

4. Asphalt Concrete (AC) Pavement:

The Contractor shall:

- 1) remove existing temporary asphalt concrete pavement and a minimum of one (1) - inch of crushed aggregate base (CAB) as directed by the City
- 2) install AC pavement to match the existing AC pavement plus one (1)-inch with a minimum of four (4)-inch AC pavement installation as shown on Broward County and City Standard Drawing in general conditions section (Attachment A).

Where there has been a trench failure, the Contractor shall remove the AC pavement and base material and install new base, and obtain density and AC pavement. All asphalt concrete pavements shall conform to appropriate City, County, and State restoration specifications.

All pull boxes, meter boxes, vaults, and valve covers shall be adjusted to finish grade prior to, and upon placement, of the AC if needed.

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The Contractor shall furnish the City with reports from the AC Pavement supplier certifying that the asphalt pavement materials and proportions comply with the standard specifications for asphalt concrete pavement as identified and required herein, as directed by authorized City personnel.

Projects that are part of the contract for this ITB shall require asphalt Tack Coat and prime coat and prime coat for any asphalt larger than full lane width by 20 Linear feet. Tack Coating shall be uniformly applied to existing hard-surface pavement, including the vertical portions of all AC surfaces to be joined.

The Contractor shall spread and distribute AC pavement per Section 302-5 of the Standard Specifications for Public Works Construction (SSPWC).

Measurement and payment for asphalt concrete repairs/construction, complete in place, including compaction, will be prepared at the contract unit (square foot) price. The unit (square foot) price for asphalt concrete pavement shall include the Contractor's full compensation for furnishing all materials, labor, tools, equipment, compaction, and any incidentals required for the Contractor to repair/construct the AC pavement in accordance with the Scope of Work outlined in this ITB, and the Standard Specifications for Public Works Construction.

5. Portland Cement Concrete (PCC):

Portland Cement Concrete (PCC) shall meet the requirements of State, County, and City, and these additional Technical Provisions:

- 1) All improvements shall be constructed of concrete prepared in accordance with Subsection, 201-1 of the SSPWC as to achieve high early strength in order to minimize traffic interruption.
- 2) All pull boxes, meter boxes, vaults, and valve covers shall be adjusted to finish grade prior to, and upon placement, of the PCC.
- 3) The Contractor shall barricade and protect poured/placed concrete from all damage, marks, mars, and/or graffiti. Any damaged, defaced, or defective PCC shall be replaced at the Contractor's expense. Concrete replacement areas shall be from score mark or control joint, to score mark or control joint. All PCC replacement areas shall be saw-cut.

Aggregate Base, as required per City of Fort Lauderdale, shall be included in the bid prices of PCC repairs/improvements.

The unit (square foot) price for PCC repairs/improvement shall include the Contractor's full compensation for all saw-cutting and removal of existing pavement, excavation and sub-grade preparation, furnishing and compacting of backfill material, Aggregate Base as required per City of Fort Lauderdale Standards, construction of

**DETAILED SPECIFICATIONS
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PCC repairs/improvements, doweling to existing PCC, and full depth asphalt concrete slot paving.

6. Striping and Pavement Markers:

It shall be the Contractor's responsibility to locate and identify all existing pavement markings to ensure their proper replacement prior to all pavement resurfacing projects. The Contractor shall replace all painted, or thermoplastic markings, and pavement markers at the same locations where they existed prior to resurfacing. The unit price for painted or thermoplastic pavement markings/stripping (by the lineal foot) and pavement markers (by each) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for the Contractor to complete all work required in applying painted or thermoplastic markings and pavement markers, including any necessary cat tracks, dribble lines and layout work.

PART II – DETAIL SPECIFICATIONS/SCOPE OF SERVICES

The work may include surfacing newly constructed rock base and the resurfacing of existing pavement. Asphalt thickness shall be as determined by the Engineer. All work and materials shall be in accordance with this specification except where stated otherwise herein.

In Items 2 through 4, if reclaimed asphalt is not available, the contractor shall furnish asphalt mixes using all virgin materials at the bid prices for these items. The contract price per ton or per square yard of asphaltic concrete includes all the necessary pavement brushing, maintenance of traffic (MOT), construction of work in place, cut-backs, saw-cutting keyway in existing asphalt, removal and disposal of excess materials and the final cleaning up of the work. Cut-backs shall be approximately three inches (3") from edge of asphalt. The application of tack coat is not included in Item 2 through 4. All tack coat applications will be paid for under Item 6, and shall be applied to all resurfacing areas unless specifically directed otherwise by the Engineer. Contractor must take photograph (or video) of the work area and adjacent areas prior to start of any work. A copy of the photographs (or video) shall be provided to City's Inspector for the record.

Minimum Equipment

The Contractor shall have at its disposal, at a minimum:

- 1) Tandem steel roller weighing 5 to 12 tons;
- 2) Self-propelled, pneumatic-tired roller;

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- 3) Tandem steel roller minimum 8-tons;
- 4) Paving machine;
- 5) Steel-wheeled roller;
- 6) Eighteen-foot (18') milling machine with built-in automatic grade control system;
- 7) Fifteen-foot (15') manual straightedge;
- 8) Fifteen-foot (15') rolling straightedge.

CONTRACT DATES:

The termination date for issuance of task orders shall be when the funds are depleted or as agreed to in any issued task orders, whichever comes first. All task orders issued before the contract termination must be completed under this contract, even if the contract has expired.

CONTRACT EXTENSION:

The selected contractor, prior to the end of this contract shall be given the option of renewal for an additional TWO (2) one year periods by mutual agreement, in writing, at the City's request.

The bidder shall also be given (after completion of the initial TWO (2) year contract period) the option to adjust/correct for all (**except item #2, #3, #4 and #5 which are specially accommodated below**) cost increases (inflation) as they relate to specific materials unit price items (independent of any increases or decreases in stated item quantities in the Proposal section). These changes are also by mutual agreement, in writing, along with independent documentation verifying these proposed price increases (i.e. consumer price index, CPI).

Use of this contract for issuing task orders shall be limited by the appropriation of funds by the City Commission.

SPECIFIC PRICE ADJUSTMENT PROVISION FOR TYPE III ASPHALT CONCRETE:

Due to the potential for large fluctuations in oil prices, as part of the construction material Type III or SP 9.5 Superpave Asphalt Concrete (**item #2, #3, #4 and #5**), this contract will correct (up or down) **annually** for this specific unit price line items (**these items only**) for this potential price inflation or deflation during the annual contract renewal period. This adjustment shall be in writing, and shall have attached the most current independent documentation verifying this proposed price increase or decrease. The attachment/reference that shall be used for this documentation will be the Asphalt Cement (\$ per gallon) price obtained from the **FDOT State Construction Office's Fuel & Bituminous Price Index website**: <http://www.dot.state.fl.us/construction/fuel&bit/fuel&bit.shtm>

The **new adjusted price**, P_{na} , (for Type III or SP 9.5 Superpave Asphalt Concrete, item #1, #2 and #3) will be estimated with the formula directly below. It will equate to the ratio between a fixed **initial quoted price**, P_{iq} , (of asphalt cement, which is openly available on the website above and will be recorded by the City in the month corresponding to the posted contract bid close date, and/or at the time for each renewal interval), and the unit price at the time for this renewal, **new quoted price**, P_{nq} , (of asphalt cement from, again, from this same source). This percent ratio will then be factored into the Contractor's fixed **submitted bid price**, P_{sb} , for Type III or SP 9.5 Superpave Asphalt Concrete under item, #1, #2 and #3, on this contract. These figures then combine to obtain the new estimated adjusted price, P_{na} , for Type III or SP 9.5 Superpave Asphalt Concrete (item #2, #3, #4 and #5) for this contract.

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$$P_{na} = [(P_{nq}/P_{iq}) \times (P_{sb})] - [5 \times (P_{sb}) \times (P_{nq}/P_{iq}) \times (P_{nq} - P_{iq}) \times (0.055)] + [1/5 \times (P_{nq} - P_{iq})]$$

Note:

P_{na} = New estimated adjusted price (at each time interval, based on previous figure) for Type III or Type S-1

Asphalt Concrete, Item #2, #3, #4 and #5.

P_{nq} / P_{iq} = New quoted price / Initial quoted price (for asphalt cement). This is a dimensionless ratio, \$ per Gallon / \$ per Gallon.

P_{sb} = Contractor's submitted bid price (\$ / S.Y. or \$/Tonnage) for Type III or Type SP 9.5 Superpave, Item #2, #3, #4 and #5.

BASIS OF PAYMENT (Type III Asphalt Concrete, unit line item #2, #3, #4 and #5):

The bid price for the asphalt mix shall include the cost of liquid asphalt. There will be no separate payment for the bituminous material in the asphalt mix. Should it become necessary to increase the percentage of asphalt to satisfy the job mix formula (e.g., the minimum effective asphalt content) or other requirements of the specifications, no additional compensation will be made. Asphalt installed in excess of required thickness shall be removed and reinstalled at Contractor's expense or be allowed to remain at the City Engineer's option, at the Contractor's expense.

Calculations will be based on a minimum effective asphalt content 5.5 percent for Type III, respectively, the estimated price of asphalt cement at the time of bid, and a current estimate price report (as described above).

SAMPLING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved spigot-type sampling device.

WORK SCHEDULING:

The work will be scheduled by task orders for different increments or jobs by the City Engineer, at various times and places designated as City Projects or City Improvements. Any one job may be comprised of a continuous application of asphaltic concrete surface, or several separate but closely related applications in one locality. The sequence of the work shall be carried out in accordance with the Engineer's instructions (or his/her representative).

An Engineering Department letter of notification (which may be incorporated in the task order) will be sent to the Contractor. This form will be the authorization to start work. The contractor shall commence each authorized portion of work within ten (10) days of notification. Upon notification and prior to commencing work, the contractor and the Engineer shall agree to the number of working days that will be required for the specific amount of work ordered, completion date will be identified with issuance of the task order. The work shall be completed within the number of working days agreed between the Engineer and contractor, subject to

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extensions allowed by the Engineer due to unfavorable weather or other allowable causes substantiated by the contractor.

The Contractor shall dispatch one, or multiple crews, (under one task order) to work within the City limits at a time. The working hours are 7:30 AM to 4:00 PM only (unless specifically agreed to by the City). Once the Contractor starts work on a task order, it shall remain on the job for the necessary number of consecutive working days until it is completed. The Engineering Inspector shall determine when the task order is completed.

PREPARATION:

All streets or driveways or other areas designated by the Engineer or stated in the Specifications or shown on the Plans to receive an asphaltic concrete surface shall be prepared as specified herein.

Prior to the application of the surface course, all loose material, dust, dirt and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width by means of approved mechanical sweepers and supplemented by hand sweeping if required.

Streets shall be prepared for surfacing over the entire width of the existing pavement. The shoulders shall be cleaned back to the limerock base giving a neat and true line approximately one foot beyond the edge of the existing pavement. This material shall be removed from the site within the day by the

Contractor. All depressions shall be thoroughly cleaned, filled with asphaltic concrete leveling course and thoroughly compacted to the general contour of the existing pavement, or to such grade as determined by the Engineer. The leveling course may be placed by hand methods, and shall be compacted by power rolling. A tack coat shall be applied before laying the leveling course or wearing surface. In either case, prior to the application of the surface course, all loose material, existing R.P.M., dust, dirt and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width by means of approved mechanical sweepers, power vacuum, and supplemented by hand sweeping if required. Asphalt removal shall be first sawcut with a concrete power-saw. Prime coats, tack coats and hot-mix asphaltic concrete may be laid only when weather conditions and the condition of the surface are suitable, based on FDOT standards.

TACK COAT:

Tack coat shall be applied to all existing pavement surfaces unless directed otherwise (in writing) by the City and shall be paid for at the unit price bid per gallon for tack coat. Bituminous material for tack coat shall be either Asphalt Cement, Penetration Grade 85-100, conforming to the requirements of AASHTO M-20 or Emulsified Asphalt, Grade RS-2 conforming to the requirements of AASHTO M-140. The bituminous material shall be heated to a suitable consistency as designated by the Engineer. The tack coat shall be applied with a pressure distributor or other approved mechanical or hand methods. The bituminous material shall be applied in a thin uniform layer at a rate between 0.02 and 0.10 gallons per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area that it might lose its adhesiveness as a result of being covered with dust or other foreign material. The tack coat surface shall be kept free from traffic until the wearing surface is laid.

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Alternate tack coat material may be any of the following: Emulsified Asphalt, Grades RS-2, CRS-2, SS-1, CSS-1, SS-1H, CSS-1H, AE-60, AE-90, AE-150, CRS-2H or Asphalt Emulsion (AEP) meeting the requirements of Section 916-4, or Emulsion Prime (RS type) meeting the requirements of Section 916-5 of the Florida D.O.T. "Standard Specifications for Road and Bridge Construction", 2010. Equipment shall conform to the requirements of Section 300-3 and application of tack coat shall conform with Section 300-7 of said specifications. Tack coat materials specified above shall not be diluted prior to use. The Engineering Inspector will require appropriate tests of materials at times and locations determined by him/her. The cost of testing shall be paid for by the Contractor.

PRIME COAT:

The material used for prime coat shall be cut-back Asphalt Grade RC-70 or RC-250 meeting the requirements of D.O.T. 916-2, Emulsified Asphalt Grades SS-1 or CSS-1, SS-1H or CSS-1H diluted in equal proportion with water; Asphalt Emulsified Asphalt grade AE-60, AE-90, AE-150 or AE-200 diluted at the ratio of 6 parts emulsified asphalt to 4 parts water; special MS-Emulsion diluted at the ratio of 6 parts emulsified asphalt to 4 parts water; Asphalt Emulsion Prime (AEP) meeting the requirements of D.O.T. 916-4, Emulsion Prime (RS Type) meeting the requirements of D.O.T. 916-5, or other types and grades of bituminous material which may be called for in the plans.

The Contractor may select any of the specified bituminous materials unless the plans indicate the use of a specific material. Types and Grades of bituminous material other than those specified above may be allowed if it can be shown that the alternate material will properly perform the function of prime coat material.

COVER MATERIAL FOR PRIME COAT:

If an emulsified asphalt is used for prime coat, the Engineer may require that cover material be hot-asphalt coated (mix to contain from two to four percent asphalt cement) if necessary to achieve a prime coat which will remain reasonably intact until the surface course is placed.

If material other than emulsified asphalt is used for the prime coat, the cover material shall be either sand (bare of hot asphalt coated) or screenings, at the Contractor's option. The sand shall be non-plastic and free from any appreciable amount of silt, clay balls and root particles, and from any noticeable sticks, trash, vegetation or other organic matter. Screening shall be as specified in D.O.T. 902-5.

PRESSURE DISTRIBUTOR:

Tack coat and prime coat shall be placed with a pressure distributor which shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required within an allowable variation of two inches.

The outside nozzle at each end of the spray bar shall have an area of opening not less than 25 percent nor more than 75 percent in excess of the other nozzles. All other nozzles shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles.

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CLEANING BASE AND PROTECTION OF ADJACENT WORK:

Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material which might prevent proper bond with the existing surface shall be removed for the full width of the application by approved mechanical sweepers and power vacuum. Particular care shall be taken in cleaning the outer edges of the strip to be treated, to insure that the prime or tack coat will adhere. When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with heavy paper, or otherwise protected as approved by the Engineer, while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed.

TEMPERATURE SENSING DEVICE ON TRANSPORT TANKS:

All transport tanks delivering bituminous materials shall be equipped with an approved dial type thermometer. The thermometer shall have a temperature range from 50°F to 500°F in 25°F increments with minimum dial diameter of two inches.

The thermometer shall be located near the midpoint in length and within the middle third of the height of the tank and be enclosed in a well with a protective window or by other means as necessary to keep the instrument clean and in the proper working condition.

The measurement shall be based on a temperature of 60°F, and correction for temperature shall be made by increasing or decreasing the volume actually measured as specified in section 300-9.3 of the Florida D.O.T. 2015.

UTILITY BOX ADJUSTMENTS:

The Contractor is responsible for adjusting (raising and lowering) all City's valve boxes, clean out boxes and (raising) all City's manholes and inlets as per Items 31, 32, and 33 of the contract proposal. Manholes that are higher than existing grade will be adjusted (lowered) by City forces.

Manhole castings are to have the capability of expanding to precisely fit each manhole frame. This feature allows for any dimensional variances. Single-bolt split ring with four (4) bolt construction.

1. Cast Ductile Iron Base
2. Fabricated Steel Back Support
3. Steel Reinforcing Bar: Cold rolled steel bar welded to upper edge of the steel back prevents bending and deterioration from an H-20 wheel loading or repeated removal and insertion of the manhole cover.
4. Stainless Steel Expansion and Elevating Bolts
5. Vinyl Gasket
6. Safe Tite Seal: An advanced polymer lining bonded to the outside walls of the extension ring which grips the original manhole frame. This allows for shock to be evenly dispersed without loosening the bond.

All other utility boxes shall be adjusted by the respective utility company. In locations where adjustment has not been performed, it shall be the Contractor's responsibility to lay a bond-

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breaker material over the utility box before resurfacing, then remove the fresh asphalt placed over the utility box access hole after resurfacing.

The City reserves the right to reject work where utility boxes are covered over.

APPLICATION OF PRIME COAT:

The surface to be primed shall be clean and the moisture content of the base shall not exceed 90 percent of the optimum moisture. The temperature of the prime material shall be between 100°F and 150°F. The actual temperature shall be that which will insure uniform distribution, and will be designated by the Engineer. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is directed by the Engineer.

If so required by the Engineer, the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.

If warranted by traffic conditions, the Engineer may require that the application be made on only one-half the width of the base at one time, in which case positive means shall be used to secure the correct amount of bituminous material at the joint.

ASPHALTIC CONCRETE:

The asphalt concrete material to be placed under this contract shall be Florida Department of Transportation (D.O.T.) Type S-3 or D.O.T. SP 9.5, as determined by the Engineer. All materials shall conform to the requirements for this designation as set forth in Florida D.O.T. Standard Specifications for Road and Bridge Construction 2013. The plant and methods of operation for preparing all plant-mixed hot bituminous mixtures of asphaltic concrete, and the requirements for the equipment to be used in the construction of the pavements shall conform to the requirements of Section 320 of said Florida Department of Transportation standards.

TYPE III ASPHALTIC CONCRETE:

Bituminous Material: The bituminous material shall be Asphalt Cement, Viscosity Grade AC-20 or AC-30, meeting the requirements set forth in Section 916-1, Florida D.O.T.

Aggregate: The aggregate shall consist of stone or slag screening or a combination of stone or slag screenings with silica sand, and shall meet the gradation requirements and provide the required stability of the mix, as specified below. Screenings shall be produced from stone or slag conforming with the requirements of Section 901. The sand shall meet the requirements of 332-2.2.3. Aggregate containing any appreciable amount of phosphate shall not be used.

Mineral Filler: Mineral filler, if needed, shall conform to the requirements of Section 917, Florida D.O.T.

GENERAL COMPOSITION OF MIXTURE:

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General: The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler if required, and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved job mix formula.

Grading Requirements: The job mix formula, as established by the Contractor and approved by the Engineer, shall be within the design range specified in Table 331-1, Florida D.O.T. Contractor shall submit job mix formula for Engineer's approval.

Proportions of Sand and Screenings: Not more than 25 percent by weight of the total aggregate used shall be local sand. In addition to the local sand, a portion not to exceed 15 percent by weight of the total aggregate may be commercial washed sand.

Stability: The constituents of the mixture shall be combined in such proportions as to produce a mixture having Marshall properties within the limits shown in Table 331.2, Florida D.O.T.

Screening: When tested at the cold elevator in the combination to be used, the aggregate shall contain not more than 10 percent, by weight, of material passing the No. 200 sieve. Any screenings used in the combination of aggregate shall not contain more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screenings component of the aggregate, any component of such screenings may contain up to 18 percent of material passing the No. 200 sieve. Screenings may be washed to meet these requirements and shall be free from lumps and foreign matter.

CONTRACTOR'S QUALITY CONTROL:

The Contractor shall provide the necessary control of the bituminous mixture and construction in accordance with the applicable provisions of 6-8.4 and 331-4.4, Florida D.O.T. and other standard industry practices.

After the job mix formula is approved, the Contractor shall furnish the material not only within the limits of the design range, but in addition, shall meet the approved job mix formula within the acceptance ranges shown in the approved design mix. The hot bin gradations shall comply with the provisions of 331-4.4.3 and Table 331-3, Florida D.O.T.

Testing: The Contractor shall contract with an acceptable FDOT testing facility to perform quality control testing as directed by the engineer. Engineer reserves the right to request any quality control test at any time on the road or at the asphalt plant for informational purposes, and for determining the effectiveness of the Contractor's quality control. The Engineer may request Marshall Stabilities to determine whether or not the Contractor is meeting his design requirements. When the results of at least two consecutive tests indicate noncompliance with the approved design mix, the Contractor's operations will be stopped until the requirements can be met or another design mix has been approved or a placing and rolling mitigation plan is approved.

Acceptance at the Plant: The bituminous mixture will be accepted at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-5, Florida D.O.T.

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Acceptance on the Roadway: The bituminous mixture will be accepted on the roadway with respect to compacted density and surface tolerance in accordance with the applicable provisions of 330-10 and 330-12, Florida D.O.T.

Additional Tests: The Engineer reserves the right to run any test at any time at the asphalt plant or on the road for informational purposes, and for determining the effectiveness of the Contractor's quality control. The Engineer may run Marshall Stabilities to determine whether or not the Contractor is meeting his design requirements. When the results of at least two consecutive tests indicate noncompliance with the approved design mix, the Contractor's operations will be stopped until the requirements can be met or another design mix has been approved.

COMPACTING MIXTURE:

The following equipment, sequence and coverage are suggested for use based on past successful performance; however, since density is required, the Contractor may select his own equipment, sequence and coverage of rolling to meet the minimum density requirements specified.

- 1) Seal rolling, using tandem steel rollers weighing 5 to 12 tons, and following as close behind the spreaders as is possible without pickup, undue displacement or blistering of the material.
- 2) Rolling with self-propelled, pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.
- 3) Final rolling with the 8- to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the pavement temperature has dropped below 140°F.

Once the Contractor has selected the equipment and established the following procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one inch thick over build courses of variable thickness (when the minimum thickness is less than one inch), the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor desires to use other rollers, patterns or sequences than those specified, it may request approval from the Engineer. Approval may be granted for leveling and intermediate courses one half inch (1/2") and thicker and over build courses when these courses are placed with a paving machine.

Density requirements will be in accordance with the provisions of the first paragraph of 330-10.3 (Density Control - Nuclear Method), Table 330-2 and Table 330-3. Approval for a change on

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patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

Compaction at Crossovers, Intersections, etc.: When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

Rolling Procedures: The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

After the rolling or pinching of the center joint, the rolling shall continue across the mat by overlapping each previous roller path by at least one-half the width of the roller wheel. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

Speed of Rolling: Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of six (6) to ten (10) miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S-1 Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

Number of Pneumatic-tired Rollers Required: A sufficient number of self-propelled, pneumatic-tired rollers shall be used to assure that the following of the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

Compaction of Areas Inaccessible to Rollers (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

Rolling Patching and Leveling Courses: Self-propelled, pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least fifteen (15) tons. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

Correcting Defects: The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement. Any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected when indicated by the Engineer. Any

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mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area. Areas of defective surfaces may be repaired by the use of indirect heat. No method of repair involving open-flame heaters shall be used.

DENSITY CONTROL:

Rolling shall progress continuously until the asphalt is compacted to 100% of the laboratory compacted mixture, plus or minus 2%. A tandem roller weighing no less than 8 tons shall be used in rolling operations. The rolling shall include all transverse, longitudinal, diagonal, and where practicable, crescent rolling, as may be necessary to obtain maximum density.

SURFACE REQUIREMENTS:

Contractor Responsibility: The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a fifteen foot (15') rolling straightedge. A fifteen-foot (15') manual straightedge shall be furnished by the Contractor and shall be available at the job-site at all times during the paving operation for checking joints and surface irregularities.

Texture of the Finished Surface of Paving Layers: The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330-12.4.

ACCEPTANCE TESTING FOR SURFACE TOLERANCE:

General: Acceptance testing for surface tolerance will be applicable only to through traffic lanes and ramps, where the ramp is a constant width, and shall include all construction joints.

Intersections, acceleration lanes, deceleration lanes, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8-inch as determined by a 15-foot straightedge, and deemed by the Engineer to be objectionable, shall be corrected in accordance with 330-12.4.

Test Method: Acceptance testing shall consist of one pass of a standard 15-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing at other locations within the lane being tested.

Acceptance Criteria For Final Surface: Upon completion of the final surface, engineering personnel and Contractor's personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if it is determined that the deficiencies are sufficiently separated so as not to significantly affect the ride quality or drainage of the pavement and that corrective action would unnecessarily mar the appearance of the finished pavement surface.

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Where the Engineer elects to waive a correction, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of materials which would have been removed and replaced if the correction had been made. The calculation for volume which would have been removed is (50'+ deficient length) x lane width x layer thickness x laboratory density for the mix.

CORRECTING UNACCEPTABLE PAVEMENT:

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330-12.3.4:

- a) Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 25 feet on either side of the defective area, for the full width of the paving lane.
- b) Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of 25 feet on either side of the defective area. The overlay shall extend full width of the roadway. Care shall be taken to maintain the specified cross slope.

The cost of all corrective work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

STRIPING:

I. DESCRIPTION

This work shall consist of furnishing and installing thermoplastic preformed pavement markings in accordance with this provision and in reasonably close conformity with the dimensions and lines established by the Engineer and/or as existing before resurfacing.

II. MATERIALS – GENERAL

The contractor shall furnish and install thermoplastic pavement markings as detailed in items 11 and shall refer to the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2013, 700, 709, 710, and 711.

The Contractor shall furnish and install temporary pavement striping at the end of each day's work when directed by the Engineer to do so. The striping shall consist of double yellow lines six inch (6") and four inch (4"), white lines six inch (6") and four inch (4"), and 24 inch (24") white stop bars.

The double yellow lines shall be fifty feet (50') in length and will be placed at intersections having stop signs.

Basis of payment shall be at the unit price bid per lineal foot to furnish six inch (6") or four-inch (4") wide double yellow lines (e.g., a double yellow line fifteen feet (15') in length will require thirty feet (30') of material; payment will be made for fifteen feet (15') of double yellow line).

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SAW-CUT KEYWAY:

At bridges, major intersections or at locations designated by the Engineer, Contractor shall saw-cut a one-foot (1') wide keyway (nominal one inch (1") deep) across full width of existing asphalt roadway.

All costs associated with saw-cutting, removal of existing asphalt, cleanup, and incidentals shall be included in the contract price per ton of Type III or Type S-1 asphalt.

TRAFFIC CONTROL:

Traffic control consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the project; the furnishing, installation and maintaining of traffic control and safety devices during construction; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term traffic control shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this Section.

Detours Over Existing Roads and Streets: When traffic is specified to be detoured by the Engineer over roads or streets outside the project area, the Contractor will not be required to maintain such roads or streets, but must place and maintain all MOT signs, including those at the intersections with the project.

Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic shall begin on the day it starts work on the project.

Maintenance of Roadway Surfaces: All lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, shall be adequately maintained, with a substantial surface under all weather conditions. The lanes shall be kept reasonably free of dust and when necessary to accomplish this, they shall be sprinkled with water, or some other dust palliative shall be applied.

Removal of Parked Cars: Prior to commencing resurfacing, Contractor shall investigate work sites to determine where motor vehicles are encroaching or obstructing portions of the roadway to be surfaced. Contractor shall be responsible for notifying vehicle owners and/or causing such vehicles to be removed prior to commencing his resurfacing operations. Contractor shall mount and remove notification signs (supplied by the Contractor) a minimum of 16 and 48 hours in advance.

Number of Traffic Lanes: Except as otherwise specified herein, on the plans, or in the special provisions, the Contractor shall maintain one lane of traffic in each direction. Two lanes of traffic in each direction shall be maintained at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Unless otherwise specified, the effective width of each lane used for maintenance of traffic shall be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices shall not encroach on lanes used for maintenance of traffic.

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The Contractor may be allowed to restrict traffic to one-way operation for short periods of time provided that adequate means of traffic control are affected and traffic is not unreasonably delayed. When a construction activity requires restricting traffic to one-way operations and the flagpersons do not have visual contact with each other, the Contractor must equip the flagperson with two-way radios or use pilot vehicle(s). Flaggers must have FDOT approved Flagger training.

Crossings and Intersections: Adequate accommodations for intersecting and crossing traffic shall be provided and maintained and, except where specific permission is given, no road or street crossing the project shall be blocked or unduly restricted.

Access for Residences and Businesses: The Contractor shall not isolate residences and places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access. Any minor access interruption shall be coordinated between the contractor and business or resident. Contractor shall notify all resident and business on the road to be worked of the construction schedule and superintendent's name and phone number a minimum of 48 hours in advance of the work.

The cost of all work under maintenance of traffic shall be included in the unit price bid for all contract items in the Proposal (section).

MILLING OF EXISTING ASPHALT PAVEMENT:

Description: The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve rideability, an average depth of cut will be specified.

Unless otherwise specified, the milled material becomes the property of the Contractor.

Equipment: The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be six feet.

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

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For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

Construction: When milling to improve rideability, the existing pavement shall be removed to the average depth specified by the Engineer in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a stringline to ensure maintaining the proper alignment.

The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting or wetting during milling of the pavement may be required to conform to State law.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Project Engineer will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Prior to milling operation storm drain inlets shall be covered with filter fabric.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom and power vacuum or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom and power vacuum will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use street sweeper (using water) and power vacuum in a closer interval to ensure minimum inconvenience to the area residents.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping and vacuuming operation shall be performed immediately after the milling operations or as directed by the Engineer. Collected materials shall be immediately removed from the site.

This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall

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be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Engineer.

Milled Surface: The milled surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4-inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by pre-existing conditions which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

The Engineer may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.

Method of Measurement: The quantity to be paid for under this Section shall be the area over which milling is acceptably completed.

Basis of Payment: The quantity shall be paid for at the contract unit price for Milling Existing Asphalt Pavement.

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

TYPE SP-9.5 ASPHALTIC CONCRETE(FDOT 334 HOT MIX ASPHALT FOR LOCAL AGENCIES):

The contractor shall refer to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2013, 334 Superpave Asphalt Concrete.

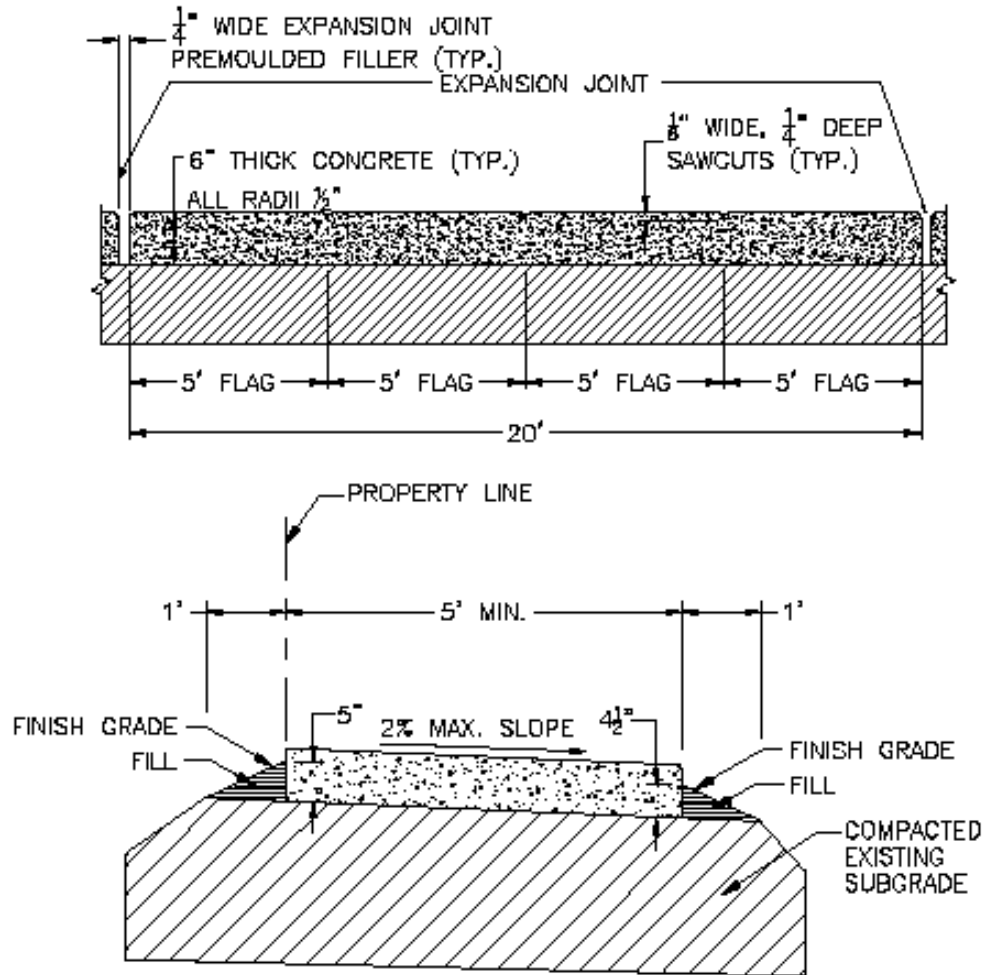
WHEELCHAIR RAMPS:

Existing concrete shall be neatly cut on straight lines with a concrete saw and all excavated concrete and excess material shall be disposed of. A minimum of 9-feet of curb and gutter or curb shall be removed and replaced with standard drop curb with transitions to standard curb and gutter placed monolithically with minimum 6-inch-thick concrete sidewalk ramp and transitions to the remaining sidewalk. All ramps shall have detectable warning surface truncated dome as shown on Page SC-13, epoxy-type installation, armor tile - cast in place or approved equal detectable warning surface on each ramp location. The Engineer will determine detectable warning surface color at time of application (See detail on page SC-13). Stabilized and compacted sub-base shall be provided for the support of the wheelchair ramp structure. Payment for wheelchair ramps will be made on the basis of the unit price bid for each wheelchair ramp, complete, in place.



CITY OF FORT LAUDERDALE

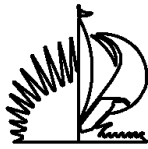
OFFICE OF THE CITY ENGINEER



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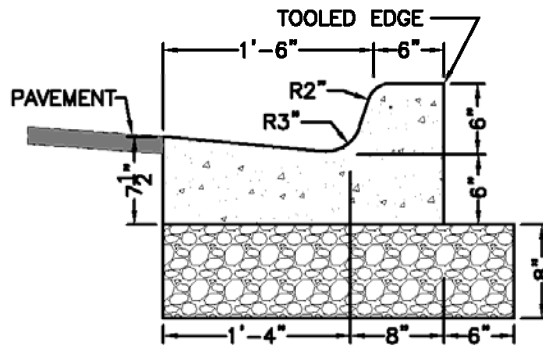
1. A MINIMUM OF 6" THICK SIDEWALK IS REQUIRED ON ALL SIDEWALK APPLICATIONS.
2. CONCRETE STRENGTH SHALL BE 3000 P.S.I.
3. THE USE OF REINFORCEMENT WILL NOT BE PERMITTED.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

DATE: JAN. '82	SCALE: N.T.S.	SIDEWALK CONSTRUCTION	C 2.1
REVISED: OCT. 2015	DRAWN BY:		

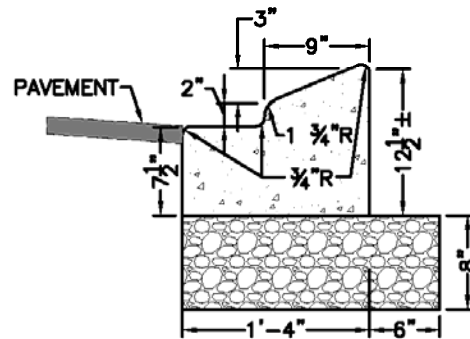


CITY OF FORT LAUDERDALE

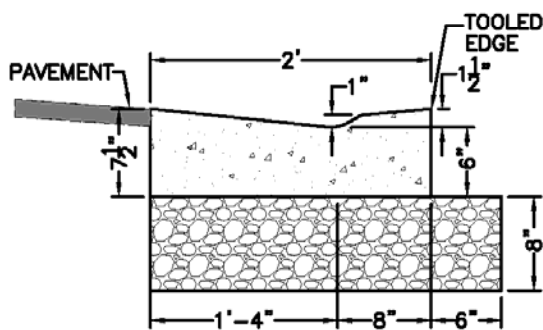
OFFICE OF THE CITY ENGINEER



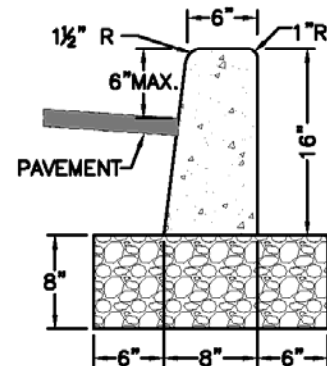
TYPE 'F' CURB & GUTTER



TYPE 'A' MEDIAN CURB



DROP CURB



TYPE 'D'

NOTE:

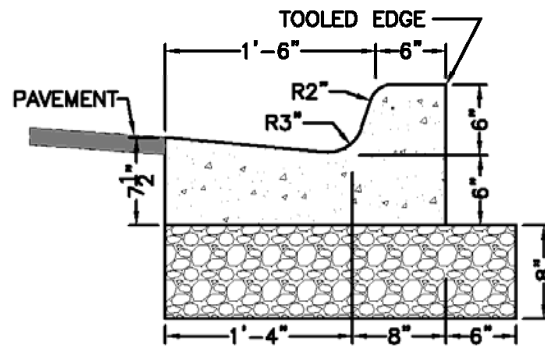
1. ALL CURBS MUST HAVE AN 8" THICK MINIMUM STABILIZED LIMEROCK BASE, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.
2. ALL CONCRETE STRENGTH TO BE 3000 P.S.I.

DATE: JAN. '82	SCALE: N.T.S.	STANDARD CURB DETAILS	C 3.1 1 OF 2
REVISED: MARCH '09	DRAWN BY:		

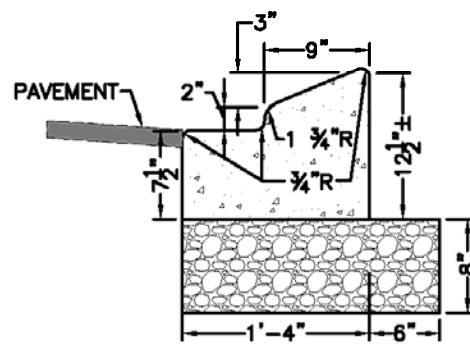


CITY OF FORT LAUDERDALE

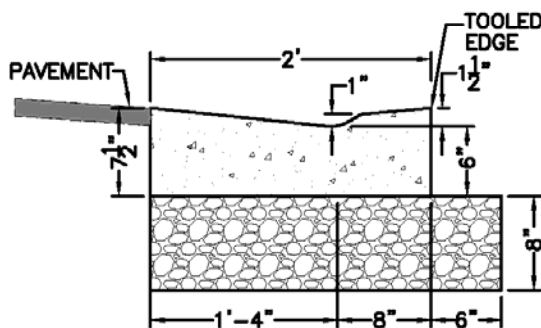
OFFICE OF THE CITY ENGINEER



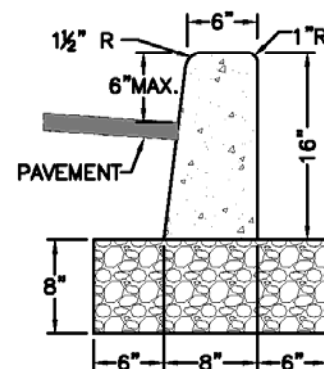
TYPE 'F' CURB & GUTTER



TYPE 'A' MEDIAN CURB



DROP CURB



TYPE 'D'

NOTE:

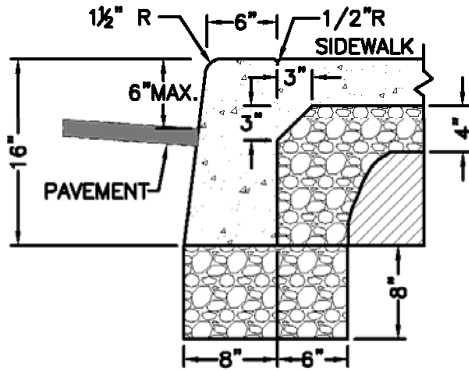
1. ALL CURBS MUST HAVE AN 8" THICK MINIMUM STABILIZED LIMEROCK BASE, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.
2. ALL CONCRETE STRENGTH TO BE 3000 P.S.I.

DATE: JAN. '82	SCALE: N.T.S.	STANDARD CURB DETAILS	C 3.1 1 OF 2
REVISED: MARCH '09	DRAWN BY:		

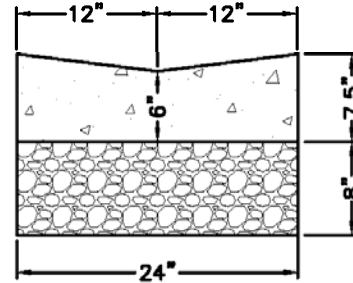


CITY OF FORT LAUDERDALE

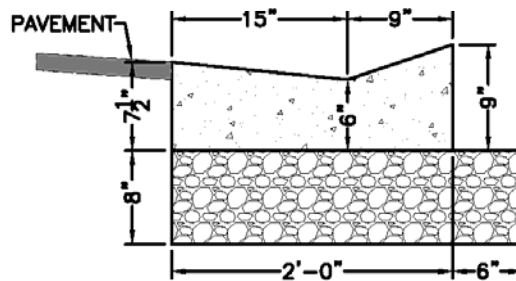
OFFICE OF THE CITY ENGINEER



16" CURB WITH SIDEWALK



SYMMETRICAL VALLEY GUTTER
N.T.S.



V-GUTTER

NOTE:

1. ALL CURBS MUST HAVE AN 8" THICK MINIMUM STABILIZED LIMEROCK BASE, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.
2. ALL CONCRETE STRENGTH TO BE 3000 P.S.I.

DATE: JAN. '82	SCALE: N.T.S.	STANDARD CURB DETAILS	C 3.1 2 OF 2
REVISED: MARCH '09	DRAWN BY:		



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

ADA CURB RAMPS GENERAL NOTES*:

1. PUBLIC SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY AT LOCATIONS THAT WILL PROVIDE CONTINUOUS UNOBSTRUCTED PEDESTRIAN CIRCULATION PATHS TO PEDESTRIAN AREAS, ELEMENTS, AND FACILITIES IN THE PUBLIC RIGHT OF WAY AND TO ACCESSIBLE PEDESTRIAN ROUTES ON ADJACENT SITES. CURBED FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB RAMPS CONSTRUCTED AT ALL STREET INTERSECTIONS AND AT TURNOUTS THAT HAVE CURBED RETURNS. RAMPS CONSTRUCTED AT LOCATIONS WITHOUT SIDEWALKS SHALL HAVE A LANDING CONSTRUCTED AT THE TOP OF EACH RAMP.

2. THE LOCATION AND ORIENTATION OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS.

3. CURB RAMP RUNNING SLOPES AT UNRESTRAINED SITES SHALL NOT BE STEEPER THAN 1:12 AND CROSS SLOPE SHALL BE 0.02 OR FLATTER. TRANSITION SLOPES SHALL NOT BE STEEPER THAN 1:12.

WHEN ALTERING PEDESTRIAN FACILITIES WHERE EXISTING SITE DEVELOPMENT PRECLUDES THE ACCOMMODATION OF A RAMP SLOPE OF 1:12, A RUNNING SLOPE BETWEEN 1:12 AND 1:10 IS PERMITTED FOR A RISE OF 6" MAXIMUM AND A RUNNING SLOPE OF BETWEEN 1:10 AND 1:8 IS PERMITTED FOR A RISE OF 3" MAXIMUM. WHERE COMPLIANCE WITH THE REQUIREMENTS FOR A CROSS SLOPE CANNOT BE FULLY MET, THE MINIMUM FEASIBLE CROSS SLOPE SHALL BE PROVIDED.

RAMP RUNNING SLOPE IS NOT REQUIRED TO EXCEED 8' IN LENGTH, EXCEPT AT SITES WHERE THE PLANS SPECIFY A GREATER LENGTH.

4. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN THE WALK SHALL HAVE TRANSITION SLOPES TO THE RAMP; THE MAXIMUM SLOPE OF THE TRANSITIONS SHALL BE 1:12. RAMPS WITH CURB RETURNS MAY BE USED AT LOCATIONS WHERE OTHER IMPROVEMENTS PROVIDE GUIDANCE AWAY FROM THAT PORTION OF THE CURB PERPENDICULAR TO THE SIDEWALK; IMPROVEMENTS FOR GUIDANCE ARE NOT REQUIRED AT CURB RAMPS FOR LINEAR PEDESTRIAN TRAFFIC.

* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	ADA CURB RAMPS	C
REVISED: MARCH '09	DRAWN BY:	(FOR DETAILS C4.2 - C4.9)	4.1 1 OF 2



CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER

ADA CURB RAMPS GENERAL NOTES *: (CONT'D)

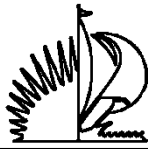
5. CURB RAMP DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF THE CURB. DETECTABLE WARNING SURFACES SHALL BE VANGUARD, ARMOR TILE, OR APPROVED EQUAL.

6. WHERE A RAMP IS CONSTRUCTED WITHIN EXISTING EXISTING CURB, CURB AND GUTTER, AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE CURB TRANSITIONS OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.

7. DETECTABLE WARNING SURFACE COLOR SHALL CONTRAST WITH SURROUNDING SURFACE AS DIRECTED BY CITY ENGINEER (DEFAULT COLOR IS YELLOW).

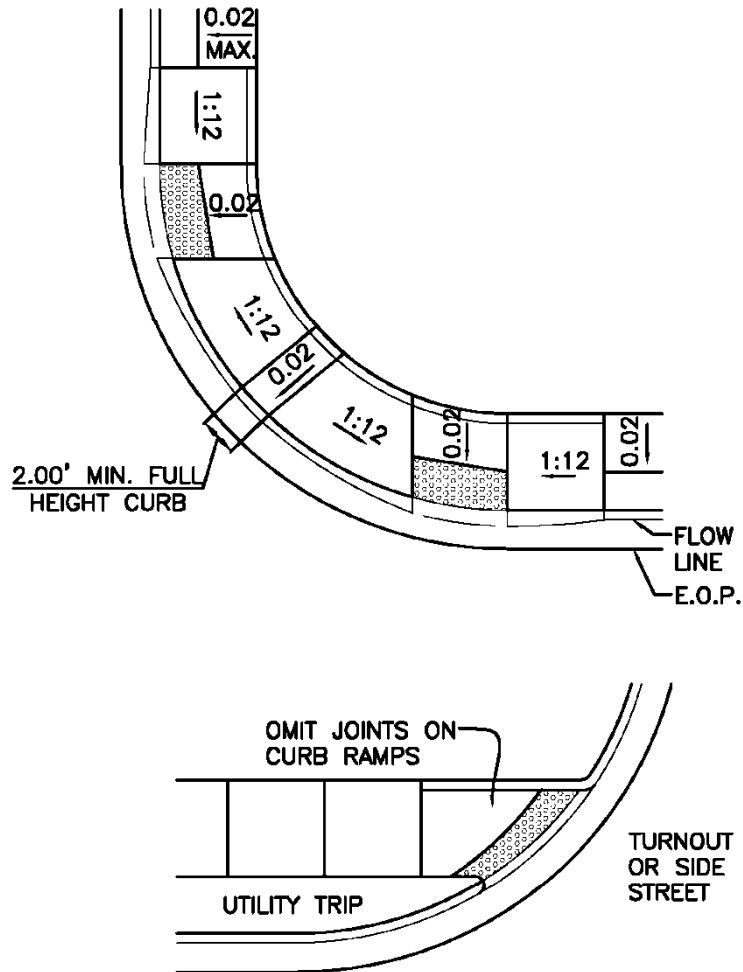
* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	ADA CURB RAMPS	C
REVISED: MARCH '09	DRAWN BY:	(FOR DETAILS C4.2 - C4.9)	4.1 2 OF 2



CITY OF FORT LAUDERDALE

OFFICE OF THE CITY ENGINEER



LINEAR SIDEWALK RAMPS *

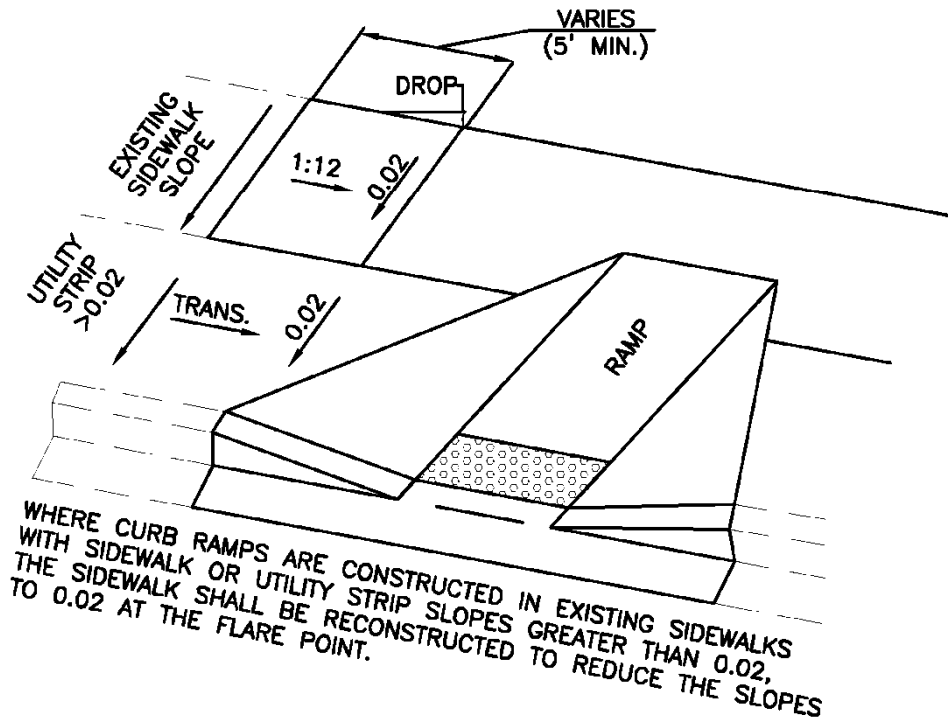
* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	TYPICAL PLACEMENT OF PUBLIC SIDEWALK CURB RAMPS AT CURBED RETURNS	C 4.2 1 OF 2
REVISED: MARCH '09	DRAWN BY:		



CITY OF FORT LAUDERDALE

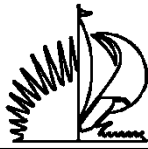
OFFICE OF THE CITY ENGINEER



SIDEWALK / UTILITY STRIP * TRANSITION

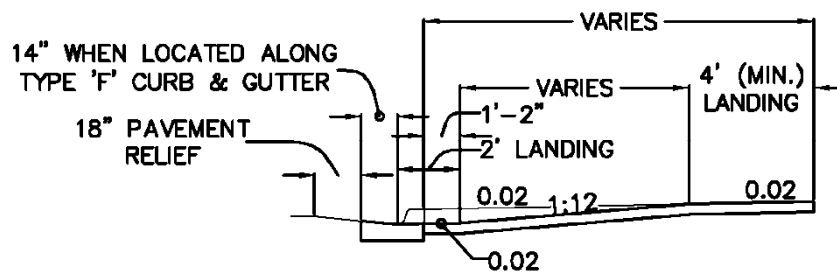
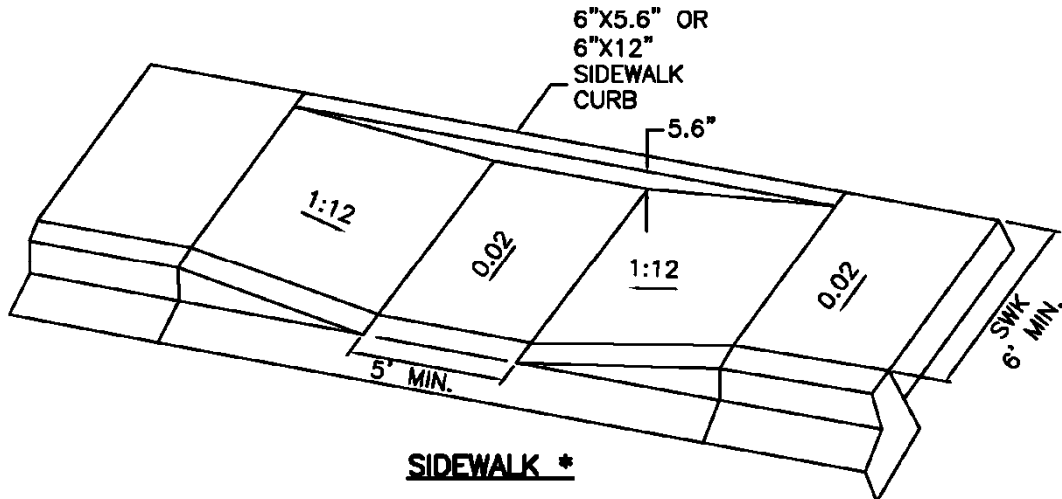
* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	TYPICAL PLACEMENT OF PUBLIC SIDEWALK	C
REVISED: MARCH '09	DRAWN BY:	CURB RAMPS AT CURBED RETURNS	4.2 2 OF 2



CITY OF FORT LAUDERDALE

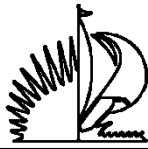
OFFICE OF THE CITY ENGINEER



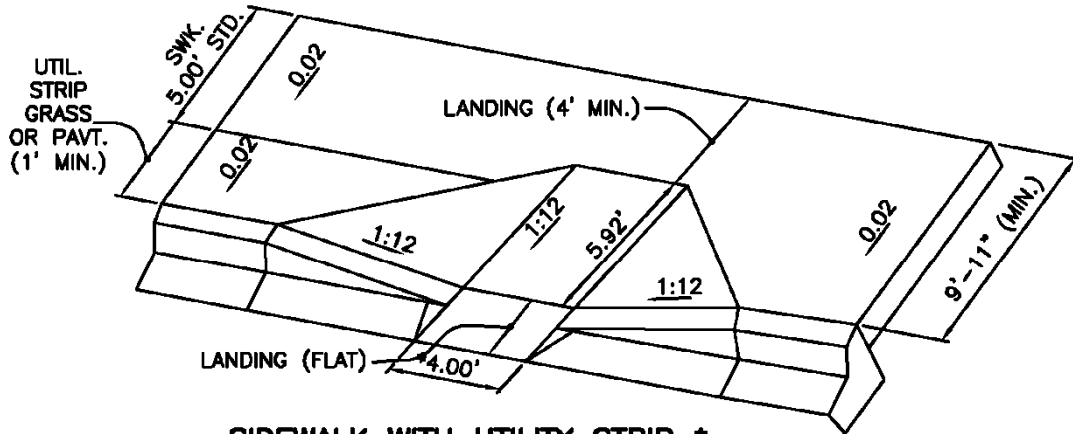
SECTION THROUGH RAMP RUN AND LANDINGS WITH *
UPPER LANDING AT NORMAL SIDEWALK ELEVATION

* AMENDED FROM FDOT INDEX 304

DATE: JAN.'81	SCALE: N.T.S.	DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK RAMPS WHERE RAMP AND LANDING DEPTH ARE NOT RESTRICTED BY R/W	C 4.3
REVISED: MARCH '09	DRAWN BY:		

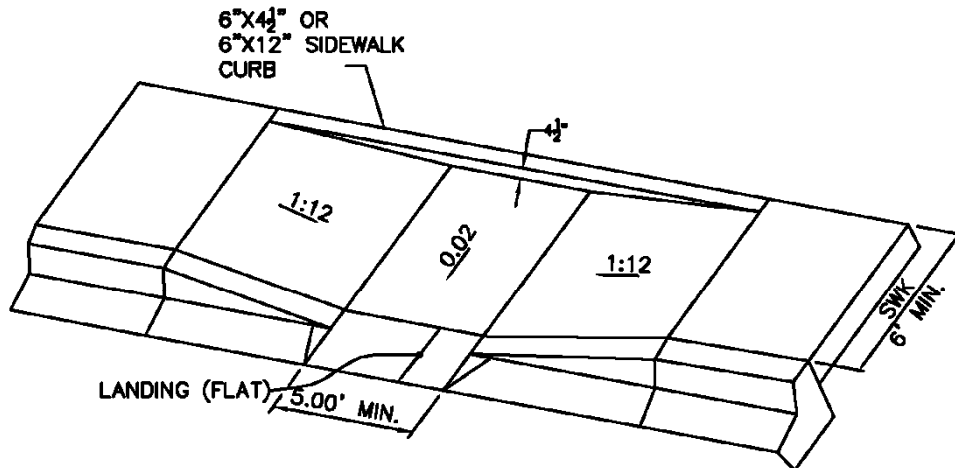


CITY OF FORT LAUDERDALE OFFICE OF THE CITY ENGINEER



SIDEWALK WITH UTILITY STRIP *

*MAY BE REDUCED TO 3' IN RESTRICTED CONDITIONS



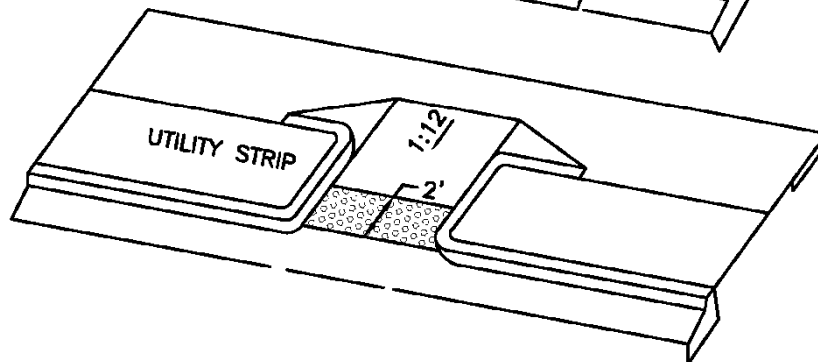
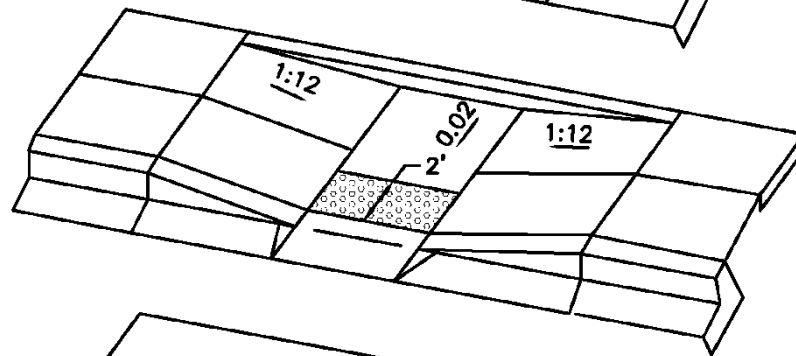
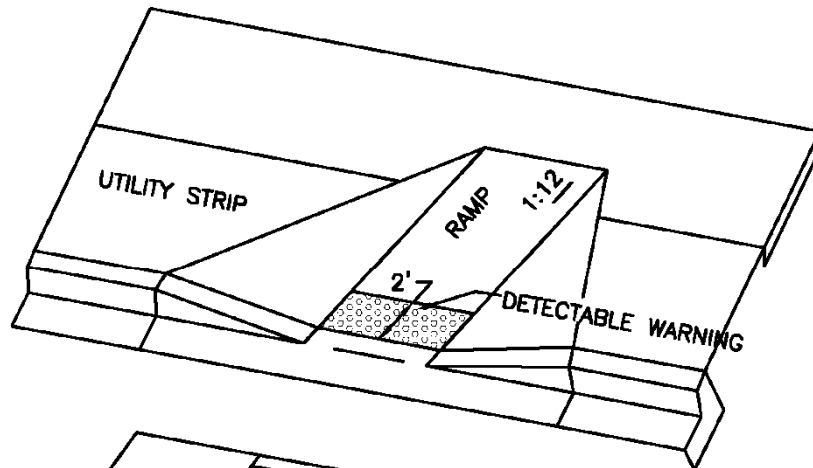
SIDEWALK *

* AMENDED FROM FDOT INDEX 304

DATE: JAN. '82	SCALE: N.T.S.	DIMENSIONAL FEATURES FOR PUBLIC SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTH ARE RESTRICTED BY R/W	C 4.4
REVISED: MARCH '09	DRAWN BY:		



CITY OF FORT LAUDERDALE **OFFICE OF THE CITY ENGINEER**



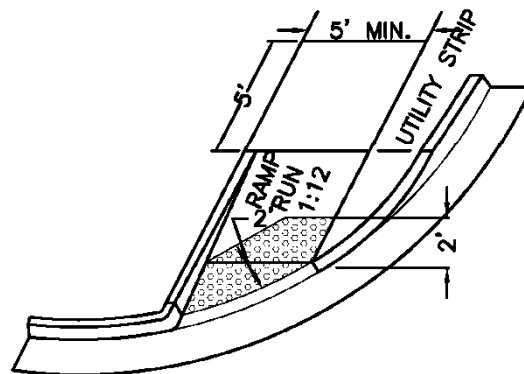
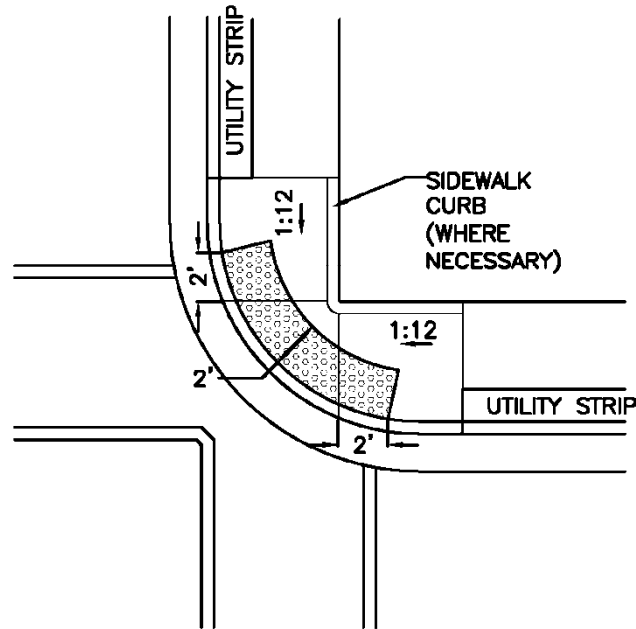
* AMENDED FROM FDOT INDEX 304

DATE: OCT.'08	SCALE: N.T.S.	TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS	C 4.5 1 OF 2
REVISED: MARCH '09	DRAWN BY: W.D.		

**DETAILED SPECIFICATIONS
PROJECT 12518
ANNUAL ASPHALT MILL AND RESURFACING**



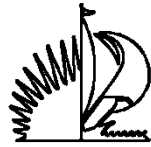
**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



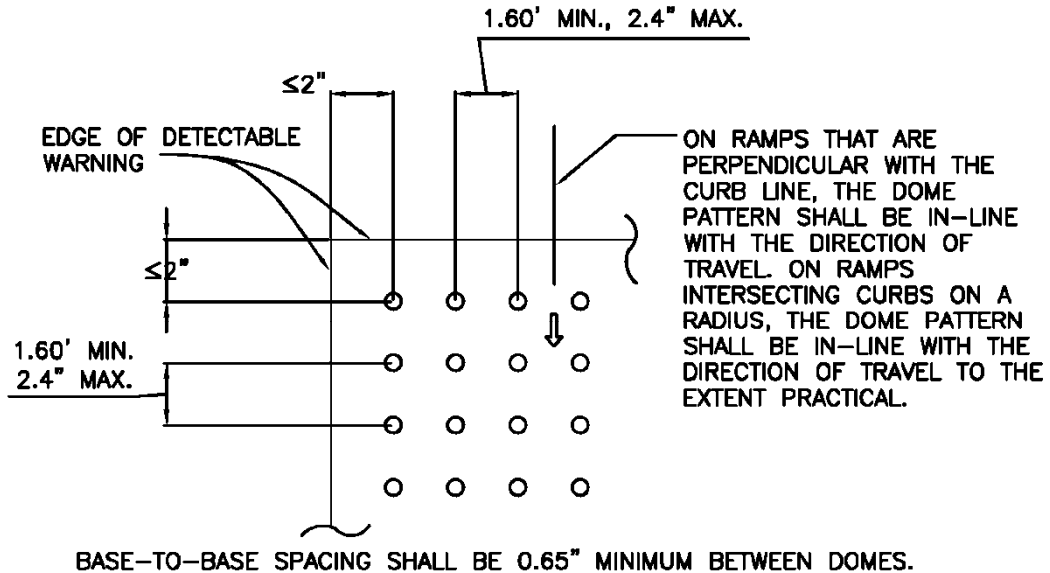
* AMENDED FROM FDOT INDEX 304

DATE: OCT.'08	SCALE: N.T.S.	TYPICAL PLACEMENT OF DETECTABLE WARNING ON CURB RAMPS	C 4.5 2 OF 2
REVISED: MARCH '09	DRAWN BY: W.D.		

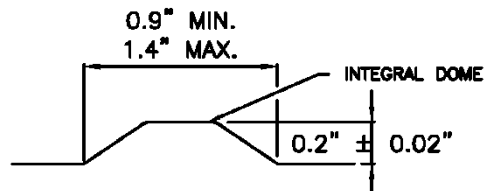
**DETAILED SPECIFICATIONS
PROJECT 12518
ANNUAL ASPHALT MILL AND RESURFACING**



**CITY OF FORT LAUDERDALE
OFFICE OF THE CITY ENGINEER**



PLAN VIEW *



THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.

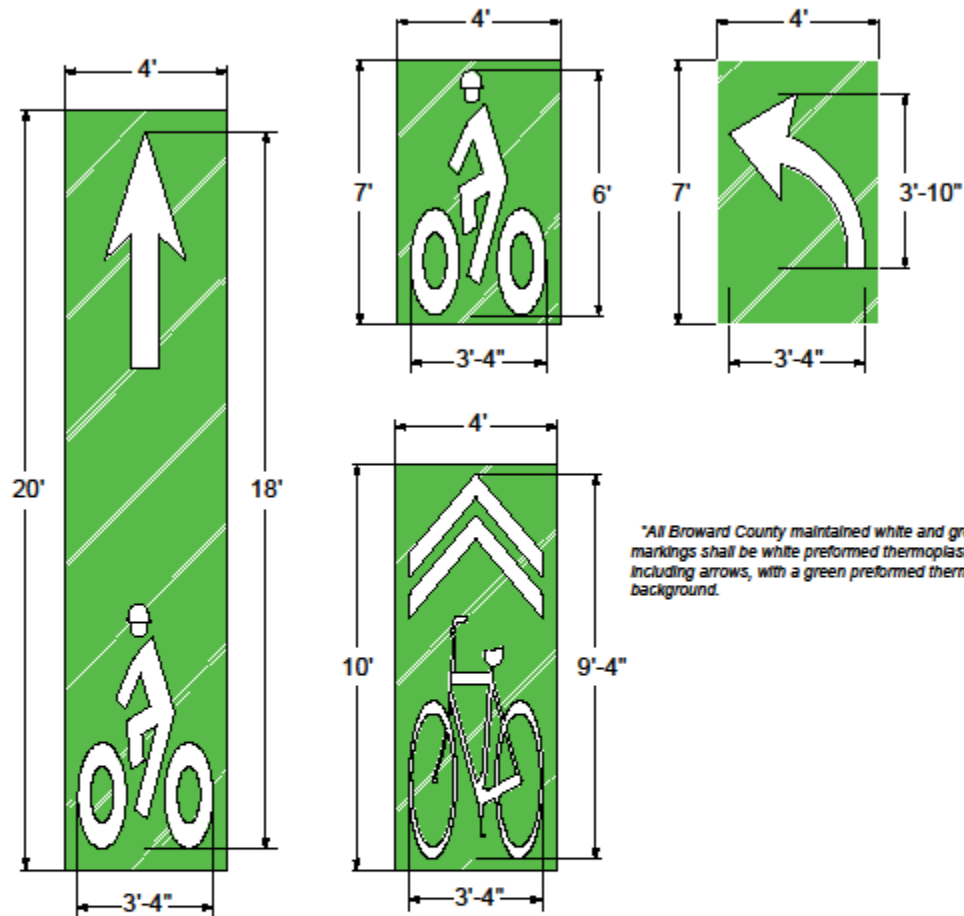
NOTE: **TRUNCATED DOME ***
ALL SIDEWALK CURB RAMPs SHALL HAVE DETECTABLE WARNING SURFACE THAT EXTEND THE FULL WIDTH OF RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM THE BACK OF THE CURB.

* AMENDED FROM FDOT INDEX 304

DATE: OCT.'08	SCALE: N.T.S.	CURB RAMP DETECTABLE	C
REVISED: MARCH '09	DRAWN BY: W.D.	WARNING DETAIL	4.6

**DETAILED SPECIFICATIONS
PROJECT 12518
ANNUAL ASPHALT MILL AND RESURFACING**

BICYCLE PAVEMENT MARKING STANDARDS



NOTES:

1. The preformed thermoplastic markings shall meet state specifications and be approved for use by the appropriate maintaining agency. Green and white preformed thermoplastic pavement markings must be on the FDOT APL Specification 523 for green and 711 for white preformed thermoplastic markings.
2. The surface of the preformed thermoplastic material shall contain factory applied non-skid material with a minimum hardness of 8 (Mohs Scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
3. The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).
4. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. No more than twenty percent (20%) shall consist of irregular fused spheroids or silica.
5. The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be applied without any preheating of the pavement to a specific temperature. For concrete application, a compatible primer sealer may be applied before application to assure proper adhesion.



**PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION**

BICYCLE PAVEMENT MARKING STANDARDS	
REVISION: 10-23-15	SCALE: NTS
	DESIGN BY: Carmelo Cantozolo, P.E.
	DRAWN BY: Stephen Ramotar
SHEET 1 OF 1	CHECKED BY: Andrew Scho, P.E., PTOE

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

SECTION 010000 - GENERAL REQUIREMENTS**PART 1 PROJECT DESCRIPTION****1.01 GENERAL**

- A. A brief description of the Work is stated in the INVITATION TO BID. To determine the full scope of the project or any particular part of the project, coordinate the applicable information in these Contract Documents and review the available project drawings.
- B. Project specific drawings if necessary will accompany each separate Task Order (TO) under this contract and will become part of the specification. If specifications are not issued with the individual task order, the requirements set forth in the specifications for the award of this contract shall apply for each separate, subsequent associated Task Order. If a conflict occurs between the individual task order specification and the Contract specifications, the most stringent requirement shall apply. Unless indicated in the specific statement of work / task order, for task orders with a value less than \$750,000 with a duration less than six (6) months, specifications 01 32 16.00 25 Construction Progress Schedule and 01 45 00.10 25 Quality Control For Minor Construction shall apply; for task orders with a value equal to and greater than \$750,000 and a duration equal to or greater than six (6) months, specification sections 01 32 17.00 25 Network Analysis Schedules and 01 45 00.00 25 Quality Control shall apply. Additionally, when work is in the vicinity of the airfield, specification 01 35, 13.00 25 Special Project Procedures shall apply. Contractor shall immediately check furnished drawings and specs for each task order package and notify the CITY ENGINEER of any discrepancies.
- C. Location: The work under each task order associated with this contract may be located anywhere within the City of Fort Lauderdale.
- D. Project Environmental Goals: Contractor shall distribute copies of the Environmental Goals to each subcontractor and the City Engineer. The overall goal for design, construction, and operation is to produce a facility/building that meets the functional program needs and incorporates the principles of sustainability. Specifically:
 - 1. Preserve and restore the site ecosystem and biodiversity; avoid site degradation and erosion. Minimize offsite environmental impact.
 - 2. Use the minimum amount of energy, water, and materials feasible to meet the design intent. Select energy and water efficient equipment and strategies.
 - 3. Use environmentally preferable products and decrease toxicity level of materials used.
 - 4. Use renewable energy and material resources.

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

5. Optimize operational performance (through commissioning efforts) in order to ensure energy efficient equipment operates as intended.
 6. Consider the durability, maintainability, and flexibility of building systems.
 7. Manage construction site and storage of materials to ensure no negative impact on the indoor environmental quality of the building.
 8. Reduce construction waste through reuse, recycling, and supplier take-back.
- E. Work under this Contract shall be performed by the Contractor as required by the City of Fort Lauderdale (City). Work will be authorized by a Notice to Proceed (NTP) issued to the Contractor. The Contractor shall complete all work within the number of calendar days stipulated in the Contract or task order unless an extension in the time of completion is granted by the CITY'S ENGINEER, as stated in the Instructions to Bidders. Upon satisfactory completion of the work and compliance with applicable provisions in the Contract Documents, the Contractor will receive final payment for all work done.
- ~~F. Occupancy of Premises: Building(s) will be occupied during performance of work under this Contract. Before work is started, the Contractor shall arrange with the CITY ENGINEER a sequence of procedure, means of access, space for storage of materials and equipment, use of approaches and any potential impacts to traffic and/or installation operations. **NOT USED**~~
- G. Existing Work: In addition to requirements to protect existing vegetation, structures, equipment, utilities or other improvements, remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which will remain. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the CITY'S ENGINEER. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.
- H. The following additional information, though not all-inclusive, is given to assist contractors in their evaluation of the work required to meet the project objectives.
- I. The Contractor shall become familiar with the existing operating conditions of the City's water system, sewage transmission system and pumping stations and take such into consideration in planning and scheduling work. No extra claims shall be made for work required to achieve conditions beyond those obtainable under normal operation of the existing transmission, collection and pumping facilities necessary to accomplish the Work.
- A. Contractor shall be required to submit a Maintenance of Traffic (MOT) plan for work in the county and state highways and City streets. Contractor shall coordinate with MOTs for nearby or highway work and obtain approval for all traffic control as required by the permits contained elsewhere in this Section.

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

PART 2 SEQUENCE OF OPERATIONS**2.01 SCHEDULING**

- A. General: Prepare and submit schedule in accordance with the provisions of Section 013200, Construction Progress Documentation.
- B. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the CITY'S ENGINEER to develop an approved work schedule, which will permit the facilities to function normally as practical. It may be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times, and at no additional cost to the City. Do not make connections between existing work and new work until necessary inspection and tests have been completed on the new work and it is found to conform in all respects to the requirements of the Contract Documents.
- C. No work shall be started until the Contractor has received approved shop drawings, established material/delivery dates for all equipment, and received approval of the construction schedule from the CITY'S ENGINEER. The Contractor shall have sufficient manpower, equipment, and material to complete the project.
- D. No work shall commence without express consent of the CITY'S ENGINEER.
- E. If a privately owned staging area is required, no work shall commence until approval of the facility is obtained from City Planning and Zoning in accordance with Section 47-19.2 of the Unified Land Development Regulations. Submit a copy of the approval and agreement to the CITY'S ENGINEER.
- F. Special Scheduling Requirements: Have materials, equipment, and personnel required to perform the work at the site prior to the commencement of the work. The Contractor shall conduct his operations so as to cause the least possible interference with normal operations of the activity. Permission to interrupt any Activity roads, railroads, and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. The work under this IDIQ contract may require special attention to the scheduling and conduct of the work in connection with existing operations. Special scheduling requirements will be indicated in each individual task order (TO). As indicated in the TO identify on the construction schedule each factor which constitutes a potential interruption to operations.

2.02 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization shall be included in the lump sum price indicated in the Proposal for the project.

2.03 COORDINATION

GENERAL REQUIREMENTS

010000-3

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

- A. Contractor shall cooperate in the coordination of separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the CITY'S ENGINEER.

2.05 OPERATION OF EXISTING SYSTEM PROHIBITED

- A. At no time is the Contractor to undertake to close off any utility lines or open valves or take any other action, which would affect the operation of existing systems. The City's operations crew will operate all valves. Provide at least one business day notice to City prior to any operations.

PART 3 SITE CONDITIONS**3.01 SITE INVESTIGATION AND REPRESENTATION**

- A. The Contractor acknowledges satisfaction as to the general nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. Failure by the Contractor to become acquainted with the physical conditions and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the City.

3.02 INFORMATION ON SITE CONDITIONS

- A. General: Information obtained by the CITY'S ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, as applicable, and similar data will be available for inspection at the office of the CITY'S ENGINEER upon request. Such information is offered as supplementary information only. The CITY'S ENGINEER does not assume any responsibility for the completeness or interpretation of such supplementary information.

3.03 UTILITIES

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

- A. The Contractor shall be responsible for determining and/or confirming, at his cost, the locations of all utilities within the project area, and shall be responsible for contacting each utility for location and notification prior to commencing work.
- B. The Contractor shall contact potentially affected utilities as provided in Section 010600, Regulatory Requirements & Permits.
- C. The Contractor shall contact Sunshine State One Call at 811 or visit www.callsunshine.com at least 2 business days (10 business days for water crossings) prior to any excavation and make arrangements for locating all utilities in the project area.
- D. Utility Cutovers and Interruptions: Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and City holidays. Conform to procedures required in the paragraph "Work outside Regular Hours." Ensure that new utility lines are complete, except for the connection, before interrupting existing service. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, compressed air, and CATV or other communications shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours."

3.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to utilities, telephone, television, power, water, or sewer systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor with the owner of the utility affected.
- B. Notify all utility offices, which are affected by the construction operation at least 2 business days in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage, which may result from the construction operations under this Contract.
- D. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the Work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

ANNUAL ASPHALT, SIDEWALK AND ADA IMPROVEMENTS

PROJECT 12542

- F. In the event the Contractor encounters water service lines or sewer laterals that interfere with trenching, he may, by obtaining prior approval of the property owner, and the CITY'S ENGINEER, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.
- G. The Contractor shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract documents or ordered by the City's Engineer.
- H. Telephone and communications drops and signal systems may extend throughout the project area. Properly located cable, conduit, interface equipment, pull or junction boxes and other signal or systems equipment damaged by the Contractor shall be replaced at the Contractor's expense.
 - a. Damaged cable shall be replaced as an entire run, from junction box to junction box.
 - b. Notify Broward County Engineering two business days in advance of the need to remove traffic detection loops.
 - c. Contractor shall verify marked cables and signal systems prior to excavation.

3.05 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the City. Where such existing fences, gates, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the City of any damaged underground structure, and make repairs or replacements before backfilling.
- C. Without additional compensation, the Contractor may remove and shall replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the Contractor's operations.

3.06 EASEMENTS AND WORK ON PRIVATE PROPERTY

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the City, except as otherwise noted in these Specifications. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the City. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or

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appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the City or street rights-of-way, shall be the responsibility of the Contractor as specified herein. The Contractor shall provide immediate notice to the owner of any damage to fencing and provide temporary fencing as required to provide a functionally similar level of security. The Contractor shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the City's Engineer, the Contractor will be required to furnish the City with written releases from property owners or public agencies where side agreements or special easements have been made by the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the City or the street right-of-way.

- B. The Contractor shall be responsible for all damage to private property where work related activities have occurred without proper easement or authorization. The City may withhold payment to the Contractor pending resolution of any claims by private owners.
- C. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.
- D. Prior to removing an existing structure or item, provide written notice to the Owner at least 14 days in advance of the anticipated removal.
- E. The Contractor shall not engage in private construction activities within the project area without the presence of a contract with the private owner of the property containing a hold harmless clause protecting the City from any and all damages that occur during the performance of the privately authorized work.

PART 4 SAFETY AND CONVENIENCE**4.01 SAFETY AND ACCESS**

- A. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalk or walkway, and trenches or excavations in roadway. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. All barricades and signs shall be clean and serviceable, in the opinion of the City's Engineer.
- B. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety. All lights shall be regularly maintained, and in a fully operational state at all times.

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- C. The Contractor shall notify all residences and businesses of planned construction at least 5 (five) business days prior to the start of work in the block where they are located. Such notices shall be brochures or door-hangers with sufficient information to describe the extent and duration of the planned work. Notification activities shall be coordinated with the CITY'S ENGINEER.
- D. Homeowners and business owners shall be provided reasonable access. The Contractor shall provide temporary sidewalks, bridges or driveway access, including safe passage over open excavations as required.

4.02 ACCIDENT REPORTS

- A. In addition, the Contractor must promptly report in writing to the CITY'S ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the CITY'S ENGINEER.
- B. If a claim is made by anyone against the contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the CITY'S ENGINEER, giving full details of the claim.

4.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

- A. Authorized representatives of the state, federal, or local governmental agencies, shall at all times have safe access to the work, and the Contractor shall provide proper facilities for such access and inspection.

4.04 PROTECTION OF PROPERTY

- A. Protect stored materials located adjacent to the proposed work. Notify property owners affected by the construction at least two business days in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 2 hours, unless the Contractor has made special arrangements with the affected persons.
- B. The Contractor shall identify and isolate his active work zone in such a manner as to exclude all personnel not employed by him, the CITY'S ENGINEER, and the City.

4.05 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

4.06 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

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- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval of MOT plan. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. MOT plans that result in restricted access for emergency vehicles must be submitted and approved 2 weeks prior to the proposed closing with separate and specific notification made to the ENGINEER to provide for appropriate agency coordination.
- B. The Contractor shall leave a night emergency telephone number or numbers with the police department, the Engineer, and the Owner, so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service, and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

PART 5 PRESERVATION, RESTORATION, AND CLEANUP**5.01 SITE RESTORATION AND CLEANUP**

- A. At all times during the work, keep the premises clean and orderly, and upon completion of the Work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
- B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace excavated areas as specified in Section 02221, Trench Excavation and Backfill, raked and graded to conform to their original contours.

5.02 FINISHING OF SITE, BORROW, AND STORAGE AREAS

- A. Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property. Areas used for the deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain. Grassed areas shall be restored as specified.

5.03 HISTORIC PRESERVATION

- A. The Contractor shall coordinate with the historic preservation representative supplied by the owner for initial excavation operations. If the project work should uncover prehistoric or historic artifacts associated with Native American cultures,

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early colonial cultures, or American settlements, all project activities in the area shall cease immediately.

- B. All such discoveries shall be reported to the Division of Historical Resources. Review and Compliance Section at (800) 847-7278.
- C. Project activities in the affected area cannot resume without authorization from the Division of Historic Resources.

PART 6 PERMITS**6.01 GENERAL**

- A. City has prepared the following application for the Contractor to submit and obtain Permit:
 - a. Not Applicable for this project.
- B. Permits to be obtained by the Contractor include, but are not limited to the following:
 - a. Local, County, and State contracting licenses.
 - b. MOT approval from local, county, and state agencies as required.
 - c. Broward County Planning and Environmental Regulation Division (BCPERD): Dewatering permit, including National Pollution Discharge Elimination System (NPDES) permit if required.
 - d. Environmental Resource Permit if necessary.
- C. The Contractor shall comply with all applicable permit conditions.

END OF SECTION

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SECTION 010100 - SUMMARY OF WORK**PART 1 GENERAL****1.01 SCOPE****A. City of Fort Lauderdale**

1. City's Representative/Engineer: Barbara R. Howell, Project Manager II
2. Project Description: The work under this contract shall consist of furnishing all labor, materials, equipment and incidentals necessary for general asphalt, road and pathway base work. Work may include items such as grading, overlays, milling existing asphalt, placing tack coat and plant mix asphaltic concrete compacted to the lines and grades established by the Engineer in City streets, alleys, rights-of-way and within City-owned, or managed property. There may also be work within Florida Department of Transportation's or Broward County's right-of-way, where the City has maintenance responsibility for sidewalk repairs. Work within Broward County right-of-way will require a permit. Application for a Broward County permit may require a letter of credit or cash bond.
3. Project Location: City-wide

1.03 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in the Contract Documents.
- B. It should also be noted that the successful bidder will, at the time of the pre-construction conference, be required to show that each of the CONTRACTOR'S subcontractors is in compliance with the City's Code of Ordinances.

1.04 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract and any associated Task Orders, acknowledges that CONTRACTOR and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional compensation.
- B. Soil boring information will not be furnished to the CONTRACTOR. The CONTRACTOR, by virtue of signing the Contract and associated Task Orders, acknowledges that CONTRACTOR and subcontractors have satisfied themselves as to the nature and extent of soil and (underground) water conditions on the project

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site. No additional payment will be made to the CONTRACTOR because of differences between actual conditions and those shown by the boring logs.

1.05 WORK BY OTHERS

- A. Concurrent Work by Other CONTRACTORS: The CONTRACTOR'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS, and shall cooperate fully with such CONTRACTORS to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work on Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.06 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of any parking lot or park facilities, roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, television, fiber optic lines, and telephone. Prior to commencing with the WORK, the CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, the CONTRACTOR shall also deliver written notice to the CITY'S ENGINEER, and property occupants (private and public) of all planned disruption to roadway, driveways, temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.

1.07 WORK SCHEDULE

- A. Time is of the essence in completing this project and each associated Task Order. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working overtime, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the approved construction schedule submitted by the CONTRACTOR. If the CITY'S ENGINEER determines that the CONTRACTOR is behind schedule based on the approved schedule's critical path, or if the schedule does not meet the Critical Path Method (CPM) requirements as specified in Section 01311, the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measures to complete the work in timely manner, including any overtime or other fees associated with required inspections, will be borne by the CONTRACTOR at no additional cost to the OWNER.

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B. REQUIRED PERIODS OF WORK SUSPENSION

1. CONTRACTOR shall shut down operations for all City Holidays, terminating production work by noon on the day preceding the holiday (or the weekend before said holiday) and not resuming operations until the start of the following week (or the day after the holiday, whichever is later). The CONTRACTOR shall ensure that the site is restored per Sections 01001 and 01010 and all areas that are off limits to the public will be clearly delineated and protected. For a full list of holidays, please refer to the City's website, however these include, but are not limited to New Year's Eve and Day, Martin Luther King's Birthday, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas.
2. The CONTRACTOR shall include these provisions in the schedule required in 01311 and there shall be no additional time granted for these work suspensions.
3. No additional compensation shall be granted for demobilization, cleaning and remobilization as a result of these work suspensions.
4. During the work suspensions, the CONTRACTOR shall remain liable for the safety and security of the project site and be available 24 hours per the Contract Documents. CONTRACTOR shall have personnel visit the site daily during these suspensions to ensure the safety and security of the site.

C. SCHEDULE

1. CONTRACTOR shall submit scheduling information for the work noted in the Contract and/or each associated Task Order, as required in Section 013200 "Construction Progress Documentation".
2. No separate payment shall be made for preparation and/or revision of the schedule.

- D. Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. It shall be noted that the City's Inspector work hours are from 8:00 AM to 4:30 PM and any Work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for

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each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued

1.08 COMPUTATION OF CONTRACT TIME

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

1.09 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR will arrange for storage of materials and a copy of an agreement for use of other property shall be furnished to the ENGINEER.

1.10 POST AWARD KICK-OFF MEETING

- A. After the award of the Contract, a Post Award Kick-Off Meeting will be held between the CONTRACTOR, the CITY'S ENGINEER, City Staff and other interested parties. The ENGINEER will set the time and place of the conference. The purpose of this meeting is to communicate administrative and operational requirements of the Contract. The requirements for construction mobilization, quality, safety, and execution of the project will be explained and documented. Submittal requirements, project communications, schedule, quality and safety requirements will be outlined and dates set for submission of pre-construction submittals.

1.10 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The ENGINEER will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

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1.11 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the CITY does not guarantee that all lines are shown, or that said lines are in their true location. It shall be the CONTRACTOR'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The CONTRACTOR shall pay for relocation of water mains or other utilities for the convenience of the CONTRACTOR. The CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.
- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770 (or local 811), and a locator will be dispatched to the work location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. The permits listed below will be obtained for the project by the CITY prior to beginning construction (when applicable). The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.
 - a. BCPGMD: Surface Water License.
 - b. BCHCED General Permit
 - c. FDOT Driveway or Drainage Connection Permit
- G. Permits to be obtained by the CONTRACTOR include, but are not limited to the following:

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1. Local, County, and State contracting licenses.

1.12 LINE AND GRADE

N/A

1.13 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by CONTRACTOR, and shall not remove or destroy any surveying point until it has been properly witnessed by the ENGINEER. All major survey monuments that have been damaged by the CONTRACTOR such as section corners, 1/4 section corners, property corners or block control points shall be replaced at the CONTRACTOR'S expense with markers of a size and type approved by the ENGINEER. The replacement shall be under the supervision of a Florida Registered Land Surveyor where directed by the ENGINEER.

1.14 EQUIPMENT

- A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

1.15 STORAGE SITES

- A. The CONTRACTOR shall furnish, at CONTRACTOR's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

1.16 OWNERSHIP OF EXISTING MATERIALS

- A. All materials removed or excavated from the job site shall remain the property of the CITY until released by the Contract Administrator, at which time it shall become the property of the CONTRACTOR, who shall dispose of it in a manner satisfactory to the ENGINEER.

1.17 EXCESS MATERIAL

- A. Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER. Any excess material desired to be retained by the CITY shall be delivered by the CONTRACTOR to a designated area within a 5-mile radius of the project, at no extra cost to the CITY.

1.18 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General:

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1. Prior to beginning any Contract or Task Order work, the CONTRACTOR shall thoroughly photograph or have a continuous color audio-video recording taken along the entire length of the project to serve as a record of preconstruction conditions.

1.21 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.

1.22 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The CONTRACTOR shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.

1. Construction Phasing Requirements
N/A for this project

B. TRAFFIC CONTROL

1. The CONTRACTOR is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the CONTRACTOR plans to proceed with and identify traffic flows during each phase. The ENGINEER will have ten (10) days to notify the CONTRACTOR of any comments. Once the conceptual plan for maintaining traffic has been approved, the CONTRACTOR will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.

2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic.

It shall be the responsibility of the CONTRACTOR for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or Signal Modification to accommodate an alternate safe walk route.

3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the CITY'S ENGINEER.

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4. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within twenty (20) feet of any such hydrant.
5. All existing stop and street name signs will be maintained as long as deemed necessary by the CITY'S ENGINEER.
6. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.
7. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.

1.23 MAINTENANCE AND PROTECTION OF EXISTING DRAINAGE SYSTEM

- A. It shall be the responsibility of the contractor to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction. The contractor shall follow the plans to ensure that existing catch basins and manholes are being protected during the entire phase of construction.

1.24 APPLICATION FOR PAYMENT FOR STORED MATERIALS

- A. Application for payment for stored materials may not be made by the CONTRACTOR.

1.25 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

- A. It will be the CONTRACTOR'S responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and marina visitors.

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION (Not Applicable)****END OF SECTION****SUMMARY OF WORK****010100-8**

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SECTION 010250 - MEASUREMENT AND PAYMENT**PART 1 GENERAL****1.01 SUBMITTALS**

- A. See Section 013300, Submittal Procedures, and all other references to document submittals. Submittals shall include, but are not limited to:
 - 1. Schedule of Values: Submit schedule on OWNER's form.
 - 2. Application for Payment.
 - 3. Final Application for Payment.

1.02 SCHEDULE OF VALUES

- A. Prepare a schedule of values for the Work.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Lump Sum Work:
 - 1. Reflect schedule of values format included in conformed Bid Form.
 - 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.
 - 3. Break down by Divisions 2 through 16 with appropriate subdivision of each Specification.
- D. An unbalanced or front-end loaded schedule will not be acceptable.
- E. Summation of the complete schedule of values representing all the Work shall equal the Contract Price.

1.03 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of CONTRACTOR.
- B. Use detailed Application for Payment Form provided by OWNER.

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- C. Include accepted schedule of values for each portion of Work and the unit price breakdown for the Work to be paid on unit price basis, and a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
 - 1. Round values to nearest dollar.
 - 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.
 - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by OWNER.

1.04 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and Specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by CONTRACTOR and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to CONSTRUCTION MANAGER or OWNER's representative at point of delivery of material.
- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by CONSTRUCTION MANAGER. Each vehicle shall bear a plainly legible identification mark.
- E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on

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Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.

- G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the CONSTRUCTION MANAGER.

Item	Method of Measurement
AC	Acre—Field Measure
CY	Cubic Yard—Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each—Field Count
GAL	Gallon—Field Measure
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure
LS	Lump Sum—Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton—Weight Measure by Scale (2,000 pounds)

1.05 PAYMENT

A. General:

1. Progress payments will be made monthly.
2. The date for CONTRACTOR's submission of monthly Application for Payment.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected or unused material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.
6. Material remaining on hand after completion of Work.

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1.07 MOBILIZATION

- A. ~~See Section 01505, Mobilization, for payment limitations. All environmental compliance matters except for erosion control system shall be included in Mobilization.~~ **NOT USED**
- B. Payment for mobilization will be made at an allowance price named in the Bid Schedule. Payment for mobilization will be made in equal monthly amounts during the duration of the original Task Order time.

1.08 MAINTENANCE OF TRAFFIC (M.O.T.)

- A. See Section 015700, Traffic Regulations, and all other references to traffic control and maintenance, as well as parking control and maintenance in this document and any regulatory requirements.
- B. ~~Payment for maintenance of traffic will be made at an allowance price named in the Bid Schedule. Payment for maintenance of traffic and parking activities will be made in equal monthly amounts during the duration of the original contract time.~~ **Not used**

1.09 DEMOLITION

- A. ~~Measurement for payment to remove and dispose of existing hardscape elements will be based on a lump sum inclusive of all work on the Landscape drawings.~~
- B. ~~This lump sum payment for removal and disposal of existing hardscape elements as indicated on the Design Drawings shall constitute full compensation for the removal and disposal of all concrete, asphalt or structures. This includes, but is not limited to sidewalks, curbs, aprons, concrete collars, brick pavers, and all other miscellaneous concrete as directed by the ENGINEER. Existing structures will not be compensated under this line item.~~ **Not used**

1.10 PAVING AND DRAINAGE

- A. Measurement for payment to furnish and install drainage structures, inlets or top slabs, connections, and paving in addition to all required connections, modifications and cleaning of drainage facilities will be based on the line items provided for each item of work for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing, modifying or cleaning all drainage appurtenances in the design drawings which price shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.11 WATER AND SEWER(Not applicable for this project)

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- A. Measurement for payment to furnish and install all water and sewer items will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all water and sewer items shall constitute full compensation for the completed installation of the structure including but not limited to excavation, backfill, compaction, modifications, disposal, cleaning, all required dewatering and full compliance with the Trench Safety Act.

1.12 STRUCTURES (Not applicable for this project)

- A. Measurement for payment to furnish and install all shade structures and other structures, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing shade structures and other structures, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.13 AMENITIES (Not applicable for this project)

- A. Measurement for payment to furnish and install all amenities will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all amenities shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.14 LANDSCAPING

- A. Measurement for payment to furnish and install trees, sod, groundcover and irrigations will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all trees, sod, groundcover and irrigations, shall constitute full compensation for the completed installation of the structure including but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.15 ELECTRICAL(Not applicable for this project)

- A. Measurement for payment to furnish and install all electrical equipment and conduits, will be lump sum for all work to be performed on the applicable drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing all electrical equipment and conduits, shall constitute full compensation for the completed installation of the structure including

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but not limited to excavation, dewatering, backfill, compaction, modifications, disposal and cleaning.

1.16 PERMIT FEES

- A. Measurement for payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance for permit fee amounts shown on the bid schedule is an estimate of permit fees required for the project and is a cost pass through item. The permit fees are based on allowances and OWNER will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the ENGINEER will be paid as part of this bid item.
- B. Because payment for permit fees will be paid as part of this bid item, payment for permit fees will not be paid as part of mobilization.

1.17 CONSIDERATION FOR INDEMNIFICATION (OWNER/ENGINEER)

- A. Measurement for payment for indemnification of the OWNER and ENGINEER will be based upon the lump sum named for such work, all in accordance with the requirements of the contract documents.
- B. Payment will be twenty-five dollars for consideration for indemnification named in the bid schedule and shall constitute full compensation for indemnifying the OWNER and ENGINEER as specified in the contract documents.

1.18 ALLOWANCE FOR FPL/COMCAST/AT&T

N/A for this project

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION (Not Applicable)****END OF SECTION****MEASUREMENT AND PAYMENT****010250-6**

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SECTION 012200-1 - UNIT PRICES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. City reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at City's expense, by City Surveyor or City Construction Inspector.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012200**

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Project Manager may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 REQUESTS FOR INFORMATION

- A. If latent or unforeseen conditions arise that may require changes in the Work, the Contractor may submit a Request for Information to the Construction Manager.

1.5 PROPOSAL REQUESTS

- A. City-Initiated Proposal Requests: Project Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Project Manager are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Project Manager.

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- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Project Manager.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use forms acceptable to Project Manager.

1.6 CHANGE ORDER PROCEDURES

- A. On City's approval of a Proposal Request, Project Manager will issue a Change Order for signature of the Contractor on City's standard form. The Change Order will not be official until approved by the appropriate City Officials and signed by the City Project Manager, City Manager and/or Mayor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: Project Manager may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Work Change Directive contains a complete description of change in Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012600**

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SECTION 012900 - PAYMENT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
- C. BASIS OF PAYMENT - The price for each items shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Project Manager any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named here-in: replacing in a manner satisfactory to the Project Manager and or all of the above items which may be damaged beyond repair as a result of work under this contract: performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.
- D. Retainage: The City shall retain a portion of each partial payment according to the following schedule:
 - 1. The City will retain **ten** percent (10%) of all monies earned by Contractor until the work is completed.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of

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Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. City's Form - Periodic Estimate for Partial Payment.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to City Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Project Number
 - c. Contractor's name and address.
 - d. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the

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Work.

7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as General Conditions expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. The General Contractor must meet with the City Representative on or about the 25th of each month. The City Representative will go over the pay items and agree on the quantities and the dollar amounts of the work completed during the month. A copy of the agreed amounts will be signed by the parties and a copy will be left with each representative.
- B. The General Contractor will make up a partial pay request using the City-supplied forms and submit the request to the City Representative before the first of the upcoming month.
- C. Each pay request must be accompanied by a partial release of lien by the General Contractor and by all Subcontractors, suppliers, and for all labor, as outlined below.
 1. Starting with the second (2nd) pay request and for each and every pay request thereafter, the General Contractor shall submit partial release of liens from all Subcontractors, suppliers, and laborers covering the preceding month's request (SEE FOLLOWING EXAMPLE).
 2. EXAMPLE: In the first (1st) pay request, payment is requested by General Contractor for the asbestos contractor and the electrician. The General Contractor must attach his partial release of lien.
 3. For the second (2nd) pay request, the General Contractor must attach his partial release of lien from the asbestos contractor and the electrician for the amounts billed in the 1st pay request; i.e., the General Contractor will be running one (1) month behind with the releases from the Subcontractors, suppliers, etc., until the final pay request.
- D. For the final pay request, the General Contractor will be required to submit FINAL release of liens for ALL Subcontractors, suppliers, etc., and for ALL labor BEFORE FINAL PAYMENT WILL BE MADE.
- E. No partial payments, after the first payment, will be made until all partial release of liens are submitted for the preceding month's billing, as described
- F. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by City.
- G. Payment Application Forms: Use City Form "PERIODIC ESTIMATE FOR PARTIAL

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PAYMENT” as form for Applications for Payment.

1. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. City will return incomplete applications without action.
 2. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- H. Release of Lien: With each Application for Payment, submit release of lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial release of lien on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final release of lien.
 3. City reserves the right to designate which entities involved in the Work must submit release of lien forms.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule.
 4. Submittals Schedule
 5. List of Contractor's staff assignments.
 6. Copies of building permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies..
 10. Performance and payment bonds.
- J. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
1. Defective Work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 4. Damage to another contractor not remedied.
 5. Liquidated damages and costs incurred by City and/or Consultant for extended construction administration.
 6. Failure of Contractor to provide any and all documents required by the Contract Documents.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

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1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.
 5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when City took possession of and assumed responsibility for corresponding elements of the Work.
 6. Final, liquidated damages settlement statement.
- L. The acceptance of final payment shall constitute a waiver of all claims by contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 012900**

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**SECTION 013100
PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Special Project Procedures
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
 - 5. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-Engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1.5 SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying

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products.

2. Number and title of related Specification Section(s) covered by subcontract.

- B. Key Personnel Names: Within 15 days of notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 SPECIAL PROJECT PROCEDURES

- A. Discrepancies, Errors: Should discrepancies or errors appear in the drawings or specifications concerning materials, workmanship, or quantity of work to be performed, the Contractor will be required to immediately notify the City before proceeding with the work. If the Contractor fails to notify the City and proceeds with the work, Contractor will be required to correct the errors at his/her own expense. In the event of a conflict between the drawings and specifications, the City will decide on the way to perform the work or supply the materials. See also General Conditions, "Contractor to Check Plans and Data," Section 5-76.
- B. Dimensions and Measurements: The figured dimensions on the drawings or notes including dimensions shall be used for construction instead of measurements of the drawings by scale. No scale measurements shall be used as a dimension for construction. Dimensions on all drawings as well as the detail drawings themselves are subject in every case to measurements of adjacent or previously completed work. All such measurements necessary shall be taken before undertaking any work dependent upon such data. Field verification of dimensions on plans is mandatory since actual locations, distances, and levels will be governed by actual field conditions.
- C. Discrepancies or Inconsistencies: Should any discrepancy or inconsistency appear between larger and smaller scale drawings in any of the divisions of the specifications or in any of the contract documents, such discrepancy shall be immediately submitted to the City for correction before proceeding with the work in question. In no case shall the Contractor make any alterations, erasures, changes or modifications in the drawings or specifications.
 1. Should it appear that any of the work as specified or shown by the drawings is not sufficiently detailed or explained, the Contractor shall apply to the City for such further details or information as may be necessary for full understanding of the work in question.
 2. The data set forth in these specifications and indicated on the drawings are as accurate as can be obtained, but their extreme accuracy is not guaranteed. Final application thereto shall be determined on the job as conditions may demand and subject to the approval of the City.
- D. Plans and Specifications Acknowledgment by Subcontractors and Suppliers: All Subcontractors and suppliers must submit, through the General Contractor to the City Project Manager, a statement on their individual letterhead stationary, signed and sealed with their corporate seal, or a notarized statement on their letterhead stationery in the absence of a corporate seal, that the individual Subcontractor or Supplier:
 1. Has received or reviewed a FULL set of approved plans and specifications for the

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- project,
2. Is aware that items concerning their particular trade may be shown and/or detailed in other trades or sections of the plans and specifications, and
 3. Will comply with said plans, specifications and all applicable codes and permit requirements.
- E. In the event a Subcontractor or Supplier notes a mistake or details appear incomplete, or if there are questions or concerns with the plans and specifications, the Subcontractor or Supplier will immediately notify the General Contractor. No work will proceed until such conflicts or questions are resolved in writing.
- F. The Subcontractor will not be permitted to start work, nor will any Shop drawings/submittals be accepted for review from a supplier until this letter of acknowledgment is received and approved by the General Contractor and City Project Manager. Also, the City will not process any pay request for the work of any Subcontractor or Supplier whose acknowledgment letter is not on file with the City.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. The Contractor shall employ a competent superintendent who can communicate with spoken English, and who shall be in attendance at the site full-time when any work is in progress. The superintendent shall be satisfactory to the City's Project Manager and shall not be changed except with the consent of the City's Project Manager.
- B. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City Representative of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City Representative and Project Manager, within 48 hours of the completion of the meeting.
 - a. Minutes from all meetings shall be prepared by the Contractor, reflecting all items discussed as well as agreed upon or suggested solutions. These minutes shall be a true reflection of what actually happened at the meeting.
 - b. Items discussed and not resolved or being handled by any one of the parties present shall be reflected along with the name of the person responsible in all ongoing minutes until it is resolved.
 - c. Minutes shall be typewritten within 24 hours from the completion of the meeting. They shall immediately be FAXED to all parties present and followed by a copy through the mail.
 - d. All items requiring information and not resolved shall be reflected in each and every set of minutes thereafter until it is totally resolved

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- B. Preconstruction Meeting: After the contract(s) has been awarded, executed, and a tentative work schedule has been composed, and prior to the start of the work, the Contractor(s), the Project Manager, the City's Representative, and other persons and/or governmental agencies that are involved shall meet. The minimum agenda is to include but is not limited to the following:
1. Distribute and discuss list of major Subcontractors
 2. Tentative construction schedule
 3. Critical work sequencing and long-lead items
 4. Designation of key personnel and their duties
 5. Procedures for processing field decisions and Change Orders
 6. Procedures for RFIs
 7. Procedures for testing and inspecting
 8. Adequacy of distribution of contract documents
 9. Submittal of Shop drawings, project data, and samples
 10. Procedures for maintaining Record documents
 11. Use of premises
 12. Protection of existing construction including landscape materials
 13. Work restrictions
 14. Construction waste management and recycling
 15. Parking availability
 16. Working hours
 17. Safety and first-aid procedures
 18. Security procedures
 19. Housekeeping procedures including progress cleaning.
 20. Schedule of values.
 21. Processing of payments or contract.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of City and Project Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Review and approve minutes of previous Progress Meeting.
 - b. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - c. Review present and future needs of each entity present, including the following:
 - 1) Sequence of operations.

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- 2) Status of submittals.
 - 3) Deliveries.
 - 4) Off-site fabrication.
 - 5) Access.
 - 6) Work hours.
 - 7) Hazards and risks.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
 - 16) Pending claims and disputes.
 - 17) Documentation of information for payment requests.
3. Minutes: General Contractor shall record the meeting minutes. These minutes shall indicate all items discussed as well as agreed upon or suggested solutions. They shall be a true reflection of what occurred at the meeting.
 4. Reporting: Within 24 hours, distribute minutes of the meeting by fax transmittal to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.9 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. City Project Number
 2. City Project Name.
 3. Date.
 4. Name of Contractor.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.

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11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form as provided and instructed by the Construction Management Department.
 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Word Template is available upon request from the City Engineering Office.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Project Manager's Action: Project Manager will review each RFI, determine action required, and return it. Allow seven working days for Project Manager's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Project Manager's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Project Manager's action may include a request for additional information, in which case Project Manager's time for response will start again.
 3. Project Manager's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Manager in writing within 10 days of receipt of the RFI response.
- F. On receipt of Project Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Project Manager within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. RFI number including RFIs that were dropped and not submitted.
 4. RFI description.

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5. Date the RFI was submitted.
6. Date Project Manager's response was received.
7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 013100**

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**SECTION 013200
CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
 2. Submittals Schedule.
 3. Daily construction reports.
 4. Material location reports.
 5. Site condition reports.
 6. Special reports.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
 5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal
 2. Name of subcontractor.
 3. Description of the Work covered.
 4. Scheduled date for Project Manager's final release or approval.
- B. Contractor's Construction Schedule: Submit three copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Daily construction Reports: Submit two copies at weekly intervals.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- E. Special Reports: Submit two copies at time of unusual event.

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PART 2 - PRODUCTS**2.1 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following: The schedule shall clearly indicate the critical path and all activities associated with it. The dependencies shall be clearly delineated.
 - 2. All activities with a time duration exceeding five (5) days shall be shown as separate items.
 - 3. Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Where materials require more than one (1) week fabrication or order time, this order/fabrication time shall be shown.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, Final Completion, and Certificate of Occupancy.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

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2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events (refer to special reports).
 9. Stoppages, delays, shortages, and losses.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received and implemented.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to City within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise City in advance when these events are known or predictable.

PART 3 - EXECUTION**3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

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3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to City Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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**SECTION 013233
PHOTOGRAPHIC DOCUMENTATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final Completion construction photographs.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 2. Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

- A. Construction Photographs: Submit digital media files of each photographic view within seven days of taking photographs.
 - 1. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph. File names shall be in the following format: City project number – date taken (YYMMDD) – picture number (example: 10350-090408-011 would indicate project number 10350 taken on April 8, 2009 photograph number 11). Submit on CD with folders for separate dates.
 - 2. Identification: On jewel case and CD, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name of Contractor.
 - c. Dates photographs were taken.

1.4 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

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PART 2 - PRODUCTS**2.1 PHOTOGRAPHIC MEDIA**

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 mega pixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION**3.1 CONSTRUCTION PHOTOGRAPHS**

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Daily Progress Photographs: Take daily photographs to document progress. Take photographs of all work that will be concealed by subsequent construction activity (such as rough electrical, rough plumbing and rough ductwork). Such photographs shall fully document actual installed conditions.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, or, as directed by the project Manager.
- D. Periodic Construction Photographs: Take minimum 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points, including aerial photographs to show status of construction and progress since last photographs were taken.
 - a. Interior Work, through date of Substantial Completion.
- E. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will direct photographer for desired vantage points.
 - 1. Do not include date stamp.

END OF SECTION 013233

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**SECTION 013300
SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs.
 - 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 6. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 8. Divisions 02 through 33 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Project Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Project Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of

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construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Project Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Project Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Project Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 3 by 6 inches (75 by 150 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Project Manager.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

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- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Project Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Project Manager will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name of Project Manager.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Indication of full or partial submittal.
 - 15) Transmittal number.
 - 16) Submittal and transmittal distribution record.
 - 17) Remarks.
 - 18) Signature of transmitter.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., 10905-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 10905-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Project Manager.

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4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of Project Manager.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Indication of full or partial submittal.
 - n. Transmittal number.
 - o. Submittal and transmittal distribution record.
 - p. Other necessary identification.
 - q. Remarks.
- E. Options: Identify options requiring selection by Project Manager.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Project Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Project Manager's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Project Manager's action stamp.

PART 2 - PRODUCTS**2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by

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individual Specification Sections and Contract Drawings. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.
 - a. Project Manager will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit five paper copies of each submittal unless otherwise indicated. Project Manager will return three copies.
 3. Informational Submittals: Submit five paper copies of each submittal unless otherwise indicated. Project Manager will return three copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed

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data, unless submittal based on Project Manager's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional Project Manager if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 24 by 36 inches (610 by 915 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Five opaque copies of each submittal. Project Manager will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Project Manager will return one submittal with options selected.

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6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit five sets of Samples. Project Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Project Managers and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

SUBMITTAL PROCEDURES

013300-7

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- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Project Manager.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

SUBMITTAL PROCEDURES

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1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION**3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Project Manager.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 PROJECT MANAGER'S ACTION

- A. General: Project Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Project Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Project Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. Approved as submitted
 2. Approved as noted
 3. Revise and resubmit
 4. Rejected.
- C. Informational Submittals: Project Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Project Manager will forward each submittal to appropriate party.
- D. Partial or incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Project Manager, City, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 33 Sections for specific test and inspection requirements.
 - 3.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Manager or Construction Manager.
- C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

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- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Construction Management for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Manager or Construction Management for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:

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1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
 14. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

1.7 QUALITY CONTROL

- A. Tests and inspections are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Contractor shall engage a qualified testing agency to perform these quality-control services.
 2. Contractor shall submit a certified written report, in duplicate, of each quality-control service.

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3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Contractor shall provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION****3.1 TEST AND INSPECTION LOG**

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Construction Manager.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Project Manager's and Construction Manager's reference during normal working hours.

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3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014100 – TESTING LABORATORY SERVICES**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. CONTRACTOR will employ and pay for the services of an Independent Testing laboratory to perform all required testing: (All required testing services under the Contract and Permit Documents shall be provided by the CONTRACTOR through an independent testing firm.
1. CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
 2. Employment of the laboratory by the CONTRACTOR for specific testing shall in no way relieve the CONTRACTOR's obligations to perform the work of the Contract as specified.
 3. The tests to be provided by the CONTRACTOR shall include, but not be limited to, the following
 - a. Density
 - b. Proctor
 - c. Limerock Bearing Ratio (LBR)
 - d. Carbonate Content
 - e. Gradation
 - f. Plastic Index and Liquid Limit
 - g. Organic Content
 - h. Concrete Compressive Strength and Slump
 - i. Asphalt Extraction
 - j. Any other tests as required to satisfy an permitting agency requirements.
- B. CONTRACTOR shall pay for all required testing, including bacteriological testing.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

1.03 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E-329.
- C. Authorized to operate in the state in which the project is located.

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- D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of Natural Bureau of Standards during the most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- E. Testing Equipment
 - 1. Calibrated at reasonable intervals by devices of accuracy traceable to either:
 - a. National Bureau of Standards.
 - b. Accepted values of natural physical constants.

1.04 LABORATORY DUTIES

- A. Cooperate with OWNER's Representative and CONTRACTOR; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify OWNER's Representative and CONTRACTOR of observed irregularities of deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; one copy each to OWNER's Representative, OWNER, CONTRACTOR, and one copy to Record Document File. Each report shall include:
 - 1. Date issued.
 - 2. Project title, OWNER'S project number and Parcel number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of fill product and specification section.
 - 9. Location of sample or test in the project area (i.e. station and offset or other relevant dimensioning).
 - 10. Type of inspection or test.

TESTING LABORATORY SERVICES

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11. Results of tests and compliance with Contract Documents.

12. Interpretation of test results, when requested by OWNER's Representative.

E. Perform additional tests as required by the OWNER's Representative.

1.05 LIMITATION OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract documents.
2. Approve or accept any portion of the work.
3. Perform any duties of the CONTRACTOR.

1.06 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel and provide access to work.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the Testing Laboratory.

D. Furnish copies of Products test reports as required.

E. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at the project site or at the source of the product to be tested.
3. To facilitate inspections and tests.
4. For storage of test samples.

F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

TESTING LABORATORY SERVICES

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3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section.
It shall be included in the price for all other work.

END OF SECTION

TESTING LABORATORY SERVICES

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SECTION 015300 – PROTECTION OF EXISTING FACILITIES**PART 1 GENERAL****1.01 GENERAL**

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ENGINEER that the OWNER has secured authority from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

1.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey

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or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the CONTRACTOR shall be accurately restored after all street or roadway resurfacing has been completed.

1.04 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement OWNER. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Properties: Wherever sidewalks or private properties and driveways have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or driveways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or driveways until the final restoration thereof has been made. The CONTRACTOR shall restore all private properties within thirty (30) days after a complaint is received by the OWNER.

1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In the case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon

PROTECTION OF EXISTING FACILITIES**015300- 2**

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- request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
 - D. OWNER's Right of Access: The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
 - E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
 - F. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work contained in the General Conditions.
 - G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of the General Conditions.
 - H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER and the ENGINEER before being concealed by backfill or other work.
 - I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the

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ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

- J. Existing Water Services: CONTRACTOR shall protect and provide temporary support for existing water services. Any water service damaged by the CONTRACTOR, shall be replaced at the CONTRACTOR's expense, with a new water service complete with new water main tap.

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at CONTRACTOR's own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the CONTRACTOR shall pay to the OWNER of said tree a compensatory payment acceptable to the tree OWNER, subject to the approval of the jurisdictional agency or OWNER. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height.

1.07 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said OWNERS or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation.

PART 2 PRODUCTS

PROTECTION OF EXISTING FACILITIES

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2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING

- A. Materials to CONTRACTOR's option, minimum fence height = 6 feet.

2.03 BARRIERS

- A. Materials to CONTRACTOR's option, as appropriate to serve required purpose.

PART 3 EXECUTION

3.01 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.02 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants adjacent to work areas.
- B. Consult with OWNER's Representative and remove agreed-on roots and branches which interfere with work.
 - 1. Employ qualified tree surgeon to remove branches, and to treat cuts.
- C. Protect root zones of trees and plants.
 - 1. Do not allow vehicular traffic and parking.
 - 2. Do not store materials or products.
 - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 - 4. Prevent puddling or continuous running water.
- D. Carefully supervise all work to prevent damage.
- E. Replace trees and plants which are damaged or destroyed due to work operations under this contract.

3.03 REMOVAL

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- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by OWNER's Representative.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary site fencing.
 - 2. Division 31 Section "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
 - 1. Organic Mulch: 1-quart (1-L) volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
 - 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

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- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- D. Qualification Data: For qualified arborist and tree service firm.
- E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- G. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: **Certified Arborist as certified by ISA, Certified Arborist-Municipal Specialist as certified by ISA, Licensed arborist in jurisdiction where Project is located, Current member of ASCA, or Registered Consulting Arborist as designated by ASCA.**
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Pre-installation Conference: Conduct conference at Fort Lauderdale City Hall.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
 - b. Enforcing requirements for protection zones.
 - c. Arborist's responsibilities.
 - d. Field quality control.

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1.6 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than **1 inch (25 mm)** in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- B. Topsoil: Imported or manufactured topsoil complying with ASTM D 5268 or equivalent.
- C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
1. Type: **Wood and bark chips**
 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
 3. Revise subparagraph below if artificially colored mulch is required.
 4. Color: Natural.
- D. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements.
1. Chain-Link Protection-Zone Fencing: Polymer-coated galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 0.177-inch- (4.5-mm-) diameter top tension wire and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

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- a. Height: 6 feet (1.8 m).
 - b. Polymer-Coating Color: Dark green.
2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch (50-by-100-mm) rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.
 - a. Height: 4 feet (1.2 m)
 - b. Plywood and Lumber: Comply with requirements in Division 06 Section Rough Carpentry.
3. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch (50-by-100-mm) horizontal rails, with 4-by-4-inch (100-by-100-mm) preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart, and lower rail set halfway between top rail and ground.
 - a. Height: 4 feet (1.2 m).
 - b. Lumber: Comply with requirements in Division 06 Section "Rough Carpentry."
4. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet (2.4 m) apart.
 - a. Height: 4 feet (1.2).
 - b. Color: High-visibility orange, nonfading.
5. Gates: Single swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches (914 mm).
- E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:
 1. Size and Text: As shown on Drawings
 2. Lettering: 3-inch- (75-mm-) high minimum, black characters on white background.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

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- B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Tie a 1-inch (25-mm) blue-vinyl tape around each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
 - 1. Apply 4-inch (100-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

3.3 TREE- AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
 - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
 - 3. Access Gates: Install where indicated or directed by Construction Project Manager; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Construction Project Manager. Install one sign spaced approximately every **25 feet (8 m)** on protection-zone fencing, but no fewer than **four (4)** signs with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

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- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as shown on Drawings and as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots 6 inches (150 mm) outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

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- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches **as shown on Drawings and as follows:**
 - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - 3. Cut branches with sharp pruning instruments; do not break or chop.
 - 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and spread over areas identified by City Landscape Architect.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm or less below elevation of finish grade, fill with topsoil. Place topsoil in a single un-compacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed root cutting and tree and shrub repairs.
 - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.

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3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 4. Perform repairs within 24 hours.
 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than twenty-five (25%) percent dead or in an unhealthy condition before the end of the construction period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches (100 mm) or smaller in caliper size.
 2. Provide two new tree(s) of 4-inch (100-mm caliper size for each tree being replaced that measures more than 4 inches (100 mm) in caliper size.
 - a. Species: Species selected by City Landscape Architect.
 3. Plant and maintain new trees as specified in Division 32 Section "Plants."
- C. Soil Aeration: Where directed by Construction Project Manager, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch- (50-mm-) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 015639

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SECTION 015700 – TRAFFIC REGULATIONS**PART 1 GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, on-site access roads, and parking areas.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals or signs required to direct and maintain an orderly flow of traffic in all areas under CONTRACTOR's control, or affected by CONTRACTOR's operations.

1.04 FLAGPERSON

- A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

1.05 FLARES AND LIGHTS

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes and to guide traffic.
 - 2. For use of flag-person in directing traffic.
- B. Provide illumination of critical traffic and parking areas.
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.06 HAUL ROUTES

- A. Consult with OWNER and governing authorities, establish public thoroughfares which will be used as haul routes and site access.
- B. Confine construction traffic to designated haul routes.

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- C. Provide traffic control at critical areas of haul routes to expedite traffic flow, to minimize interference with normal public traffic.

1.07 EMERGENCY ACCESS

- A. In order to provide protection to the workers and residents, the Contractor shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces, or prevents access to properties for a distance that exceeds 150 feet, the Contractor shall provide a 10 foot wide stabilized access way on one side of the trench capable of supporting a Fire Truck. Contractor shall also provide stabilized access ways across the trench or unstabilized area a minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the City of Fort Lauderdale and FDOT with signage indicating that this access way is to be used by emergency vehicles only.

No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer, and it shall be the Contractor's responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition the Contractor shall provide a security guard at the site whenever the Contractor's personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operation pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the contractor shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The contractor shall maintain and keep all safety barricades, signage, flashers, and detours, in operation condition. A copy of the approved MOT plans, and details, shall be on site at all times.

- B. Measurement and payment for security guard services shall be included in the utility pipe installation unit price. Measurement for temporary emergency access ways will be paid for under the specified line item at the unit price described in the bid schedule.

PART 2 PRODUCTS (Not Applicable)**PART 3 EXECUTION****3.01 MEASUREMENT AND PAYMENT**

- A. There shall be no special measurement and payment for work under the section; it shall be included in the lump sum price bid for Maintenance of Traffic.

END OF SECTION

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SECTION 015900 – PROJECT SIGN**PART 1 GENERAL**

Contractor shall furnish a 4' x 8' sign, below is a sample, not specific to the project. Sign shall be made to be weather resistant and on display for entire length of contract. Shop drawings must be submitted prior to sign construction. The exact style and design of the sign will be provided during the preconstruction meeting.



City of Fort Lauderdale



Electrical Upgrades Coming to Fort Lauderdale Executive Airport

Investing in local infrastructure to strengthen resilience and enhance community amenities

What's Happening?
The City is expanding the electrical vault at FXE to accommodate an improved airfield lighting system and new energy-efficient regulators to reduce airport maintenance costs.

(954) 828-8000
www.fortlauderdale.gov




Planned Improvements

- Expanded electrical vault
- Improved airfield lighting control system
- New A/C system

Cost
\$1,063,648

Expected Completion
June 2019

Project Number
12189

Contractor
American Infrastructure Services, Inc.

Fort Lauderdale City Commission

Dean J. Trantalis
Mayor

Ben Sorensen
Vice Mayor, District IV

Heather Moraitis
Commissioner, District I

Steven Glassman
Commissioner, District II

Robert L. McKinzie
Commissioner, District III

Lee R. Feldman, ICMA-CM
City Manager

END OF SECTION

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SECTION 016000 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 4. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

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1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Project Manager of approval or rejection of proposed comparable product request within **ten (10) days** of receipt of request, or seven **(7) days** of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

PRODUCT REQUIREMENTS

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C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by City's construction forces. Coordinate location with City.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to City.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for City.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
4. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS**2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

PRODUCT REQUIREMENTS

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3. City reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample.

PRODUCT REQUIREMENTS

016000-4

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Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents that the product is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017100 – CLEANING**PART 1 GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- C. The OWNER's Representative reserves the right to direct the CONTRACTOR to remove waste materials
- D. Mechanical Sweeping: CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

CLEANING

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3.02 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION

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SECTION 017300 - EXECUTION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of City-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by land surveyor.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed by the State of Florida and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not used)**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate

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and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction verify the location of utility services.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Construction Manager according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to request for the City's surveyor to lay-out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Construction Manager promptly.
- B. General: The City's Surveyor will provide the survey lay-out, benchmarks, control points, and one (1) set of stakes, which shall be protected and preserve by the Contractor. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. In the event that the Contractor requests that the City's Surveyor re-establishes this information, the Contractor shall be billed for this work at a billing rate of \$130/hour, if City survey crews are available. The Contractor shall be responsible for all surveying work necessary to complete this project, except for the initial information provided by the City's surveyor. The contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them re-established by a

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licensed surveyor if disturbed or destroyed during the course of construction.

- C. Schedule lay-out: The contractor shall submit his request for the City's surveyor, through the Construction Manager, at least 5 working days in advance in order to allow the Surveyor to schedule this work. The City's Surveyor will record the "as-built" information.
- D. Coordination: The Contractor shall be responsible to coordinate with subcontractors information received from City's surveyor.
 - 1. Establish limits on use of Project site.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Construction Manager when deviations from required lines and levels exceed allowable tolerances.

3.4 FIELD ENGINEERING

- A. Identification: City will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Project Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Construction Manager before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be

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factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- K.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- F. During handling and installation, clean and protect construction in progress and adjoining

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materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017300

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous construction waste.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION****3.1 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from City's property and legally dispose of them.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Substantial Completion procedures.
 2. Final completion procedures.
 3. Warranties.
 4. Final cleaning.
 5. Repair of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
 3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
 2. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and

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model number where applicable.

- C. Procedures Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 2. Complete final cleaning requirements, including touchup painting.
 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Manager will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Construction Manager that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Construction Manager's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Construction Manager. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit final releases of lien from all subcontractors and suppliers.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Final payment will only be made after ALL unconditional release of liens from all subcontractors and suppliers are received by the City.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information at the top of each page:

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- a. Project number and name.
 - b. Date.
 - c. Name of Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Construction Manager will return annotated file.
 - b. PDF electronic file. Construction Manager will return annotated file.
 - c. Three paper copies. Construction Manager will return two copies.

1.6 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION**3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original

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condition.

- f. Sweep concrete floors broom clean in unoccupied spaces.
- g. Remove labels that are not permanent.

- B. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, or broken reflective surfaces, and other damaged materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

END OF SECTION 017700

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SECTION 017839 - PROJECT RECORD DOCUMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Miscellaneous record submittals
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit 2 set(s) of marked-up record prints.

PART 2 - PRODUCTS**2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic

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documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Changes made by Change Order or Construction Change Directive.
 - g. Changes made following Project Manager's written orders.
 - h. Details not on the original Contract Drawings.
 - i. Field records for variable and concealed conditions.
 - j. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction.

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Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Project Manager's reference during normal working hours.

- C. Final pay request will not be processed until Record Documents have been completed and submitted to the City.

END OF SECTION 017839



Public Works Department

Construction Sign Request Form

To request a new outdoor construction sign, complete this form and email to Shannon Vezina in Strategic Communications at svezina@fortlauderdale.gov. Please allow at least two business days to receive a draft sign.

	Example	Project Info
Project Number:	P11484	Click here to enter text.
Project Title:	Progresso Neighborhood Improvement Project	Click here to enter text.
Project Overview:	The City of Fort Lauderdale is making numerous improvements throughout the Progresso neighborhood to enhance safety and access for our neighbors.	Click here to enter text.
Planned Improvements:	New sidewalks Relocating fences Reconstructing swales	Click here to enter text.
Project Area:	NW 1 st , 2 nd , 4 th Avenues between Sistrunk and Sunrise Boulevards	Click here to enter text.
Traffic Impact (lane or street closure):	Temp lane closure on NE 4 th Ave at 8 th Court	Click here to enter text.
Vision Goal Supported:	Select one from drop down menu.	Choose an item.
Physical Construction Start Date on Site:	January 25, 2018	Click here to enter text.
Expected completion:	Summer 2018	Click here to enter text.
Cost:	\$848,368	Click here to enter text.
Contractor:	ASP LLC	Click here to enter text.
Contractor Phone:	954-828-8000	Click here to enter text.

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SECTION 033053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
 - 1. Design Mixtures: For each concrete mixture.

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Comply with **ACI 301** (**ACI 301M**).
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS**2.1 FORMWORK**

- A. Furnish formwork and formwork accessories according to **ACI 301** (**ACI 301M**).

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60** (**Grade 420**), deformed.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I.

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- B. Normal-Weight Aggregate: ASTM C 33, graded, **1-1/2-inch (38-mm)** nominal maximum aggregate size.
- C. Water: ASTM C 94/C 94M.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

2.5 RELATED MATERIALS

- A. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than **10 mils (0.25 mm)** thick; or plastic sheet, ASTM E 1745, Class C.

2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

2.7 CONCRETE MIXTURES

- A. Normal-Weight Concrete: Prepare design mixes, proportioned according to **ACI 301 (ACI 301M)**, as follows:
 - 1. Minimum Compressive Strength: **3000 psi (20.7 MPa)** at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 3. Slump Limit: **5 inches (125 mm)**, plus or minus **1 inch (25 mm)**.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is above **90 deg F (32 deg C)**, reduce mixing and delivery time to 60 minutes.

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PART 3 - EXECUTION**3.1 FORMWORK**

- A. Design, construct, erect, brace, and maintain formwork according to **ACI 301 (ACI 301M)**.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Install, protect, and repair vapor retarders according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
 - 1. Lap joints **6 inches (150 mm)** and seal with manufacturer's recommended adhesive or joint tape.

3.4 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.6 CONCRETE PLACEMENT

- A. Comply with **ACI 301 (ACI 301M)** for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of **ACI 301 (ACI 301M)**.
- C. Do not add water to concrete during delivery, at Project site, or during placement.

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- D. Consolidate concrete with mechanical vibrating equipment.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding 1/2 inch (13 mm).

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

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3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to **ACI 301** (**ACI 301M**).
 - 1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix less than **25 cu. yd. (19 cu. m)**, plus one set for each additional **50 cu. yd. (38 cu. m)** or fraction thereof.
 - 2. Testing Frequency: One composite sample shall be obtained for each **100 cu. yd. (76 cu. m)** or fraction thereof of each concrete mix placed each day.

3.10 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 033053

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SECTION 027100 - LIMEROCK BASE**PART 1 GENERAL****1.01 DEFINITIONS**

- A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross section.
- B. Completed Lift: Compacted with uniform surface reasonably true to cross-section.

PART 2 PRODUCTS**2.01 LIMEROCK BASE ROCK**

- A. The material used in limerock base shall be material classified as Miami Oolite Formation.
- B. The minimum of carbonates of calcium and magnesium in the limerock shall be 70 percent. The maximum percentage of water-sensitive clay material shall be 3.
- C. Limerock material shall be uniform in color and not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantities as to be detrimental to the proper bonding, finishing, or strength of the limerock base.
- D. The limerock base shall be uniformly graded from coarse to fine with 97 percent passing a 3-1/2-inch sieve, 80 percent passing a 2-inch sieve. The fine material shall consist entirely of dust of fracture. All crushing or breaking up, which might be necessary in order to meet such size requirements, shall be done before the material is placed on the road.
- E. Physical Qualities:
 - 1. Liquid Limit, AASHTO T89: Maximum 35 percent.
 - 2. Nonplastic.
 - 3. Limerock material shall have an average limerock bearing ratio (LBR) value of not less than 100.

2.02 SOURCE QUALITY CONTROL

- A. Contractor: Perform tests necessary to locate acceptable source of materials meeting specified requirements.
- B. Final approval of aggregate material will be based on materials' test results on installed materials.

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- C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

PART 3 EXECUTION**3.01 SUBGRADE PREPARATION**

- A. As specified in Section 02319, Subgrade Preparation.
- B. Obtain Engineer's acceptance of subgrade before placement of limerock base rock.
- C. Do not place base materials on soft, muddy subgrade.

3.02 EQUIPMENT

- A. Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For areas where the use of a mechanical spreader is not practicable, the Contractor may spread the rock using bulldozers or blade graders.

3.03 HAULING AND SPREADING

- A. Hauling Materials:
 - 1. The limerock shall be transported to the point where it is to be used and dumped on the end of the preceding spread.
 - 2. Do not haul over surfacing in process of construction.
 - 3. Loads: Of uniform capacity.
 - 4. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.
- B. Spreading Materials:
 - 1. Distribute material to provide required density, depth, grade and dimensions with allowance for subsequent lifts.
 - 2. Produce even distribution of material upon roadway without segregation.
 - 3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.04 CONSTRUCTION OF COURSES

- A. General: Complete each lift in advance of laying succeeding lift to provide required results and adequate inspection.
- B. Limerock Base:
 - 1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
 - 2. Completed Course Total Thickness: As shown.
 - 3. Spread lift on preceding course to required cross-section.

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4. Lightly blade and roll surface until thoroughly compacted.
5. Blade or broom surface to maintain true line, grade, and cross-section.

C. Gravel Surfacing:

1. Maximum Completed Lift Thickness: 6 inches or equal thickness.
2. Completed Course Total Thickness: As shown.
3. Spread on preceding course in accordance with cross-section shown.
4. Blade lightly and roll surface until material is thoroughly compacted.

3.05 ROLLING AND COMPACTION

- A. Commence compaction of each layer of base after spreading operations and continue until density of 98 percent of maximum density has been achieved as determined by AASHTO T 180.
- B. Roll each course of surfacing until material shall not creep under roller before succeeding course of surfacing material is applied.
- C. Commence rolling at outer edges of surfacing and continue toward center; do not roll center of road first.
- D. When the material does not have the proper moisture content to ensure the required density, wet or dry, as required. When adding water, uniformly mix it in by disking to the full depth of the course that is being compacted. During wetting or drying operations, manipulate as a unit, the entire width and depth of the course that is being compacted.
- E. Place and compact each lift to required density before succeeding lift is placed.
- F. Bind up preceding course before placing leveling course. Remove floating or loose stone from surface.
- G. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.
- H. Surface Defects: Remedy surface defects by loosening and rerolling. Reroll entire area, including surrounding surface, until thoroughly compacted.
 1. Finished Surface: True to grade and crown before proceeding with surfacing.

3.06 SURFACE TOLERANCES

- A. Finished Surface of Base Course and Leveling Course: Within plus or minus 0.04-foot of grade shown at any individual point.
- B. Compacted Surface of Leveling Course: Within 0.04-foot from lower edge of 10-foot straightedge placed on finished surface, parallel to centerline.
- C. Overall Average: Within plus or minus 0.01-foot from crown and grade specified.

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3.07 DRIVEWAY RESURFACING

- A. Replace gravel surfacing on driveways which were gravel surfaced prior to construction.
- B. Provide compacted gravel surfacing to depth equal to original, but not less than 4 inches.
- C. Leave each driveway in as good or better condition as it was before start of construction.

3.08 FIELD QUALITY CONTROL

- A. In-Place Density Tests:
 - 1. Construct base course so areas shall be ready for testing.
 - 2. Allow reasonable length of time for Testing Firm to perform tests and obtain results during normal working hours.

3.09 CLEANING

- A. Remove excess material; clean stockpile areas of aggregate.

END OF SECTION

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SECTION 321216 - ASPHALT PAVING**PART 1 GENERAL****1.01 STANDARD SPECIFICATIONS**

- A. When referenced in this Section shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.02 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Independent Testing Laboratory: In accordance with ASTM E329.
 - 2. Asphalt concrete mix formula shall be prepared by an approved certified independent laboratory under the supervision of a certified asphalt technician.

1.03 ENVIRONMENTAL REQUIREMENTS

- A. Temperature: Do not apply asphalt materials or place asphalt mixes when ground temperature is lower than 10 degrees C (50 degrees F), or air temperature is lower than 4 degrees C (40 degrees F). Measure ground and air temperature in shaded areas away from heat sources or wet surfaces.
- B. Moisture: Do not apply asphalt materials or place asphalt mixes when application surface is wet.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Prime Coat: Cut-back asphalt, Grades RC-70 or RC-250 meeting the requirements of Section 916-2 of the Standard Specifications.
- B. Tack Coat: Emulsified asphalt, Grade RS-2, SS-1, or SS-1H meeting the requirements of Section 916-4 of the Standard Specifications. The bituminous material shall be heated to a suitable consistency as directed by the Project Manager.
- C. Sand (Blotter Material): Clean, dry, with 100 percent passing a 4.75 mm (No. 4) sieve, and a maximum of 10 percent passing a 75 mm (No. 200) sieve.

2.02 ASPHALT CONCRETE MIX

- A. General:
 - 1. Mix formula shall not be modified except with the written approval of Project Manager.

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2. Source Changes:
 - a. Should material source(s) change, establish a new asphalt concrete mix formula before the new material(s) is used.
 - b. Perform check tests of properties of the plant-mix bituminous materials on the first day of production and as requested by Project Manager to confirm that properties are in compliance with design criteria.
 - c. Make adjustments in gradation or asphalt content as necessary to meet design criteria.
- B. Asphalt Concrete: FDOT SP-9.5 (coarse or fine) and FC-9.5 or 12.5 meeting the requirements in Section 334 of the Standard Specifications.
- C. Composition: Hot-plant mix of aggregate, mineral filler, and paving grade asphalt cement. The several aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading requirements of the mix formula.
- D. Aggregate:
 1. The aggregate shall meet the requirements in Section 334 of the Standard Specifications.
 - a. Mineral Filler shall meet the requirements of Section 917 of the Standard Specifications
- E. Asphalt Cement: Paving Grade AC-30 meeting the requirements of Section 916 of the Standard Specifications.

PART 3 EXECUTION**3.01 GENERAL**

- A. Traffic Control: Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.
- B. Driveways: Repave driveways from which pavement was removed. Leave driveways in as good or better condition than before start of construction.

3.02 LINE AND GRADE

- A. Provide and maintain intermediate control of line and grade, independent of the underlying base to meet finish surface grades and minimum thickness.
- B. Shoulders: Construct to line, grade, and cross-section shown.

3.03 PREPARATION

- A. Prepare subgrade as specified in Section 02319, Subgrade Preparation.
- B. Existing Roadway:

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1. Modify profile by grinding, milling, or overlay methods as approved, to provide meet lines and surfaces and to produce a smooth riding connection to existing facility.
 2. Resurface entire roadway following adjustment of base and asphalt grades.
 3. Paint edges of meet line with tack coat prior to placing new pavement.
- C. Thoroughly coat edges of contact surfaces (curbs, manhole frames) with emulsified asphalt or asphalt cement prior to laying new pavement. Prevent staining of adjacent surfaces.

3.04 PAVEMENT APPLICATION

- A. General: Place asphalt concrete mixture on an approved, prepared base in conformance with this Section.
- B. Prime Coat:
1. Heat cut-back asphalt between 100 degrees F and 150 degrees F prior to application.
 2. Apply uniformly to clean, dry surfaces. Avoiding overlapping of applications.
 3. Do not apply when moisture content of upper 3 inches of base exceeds optimum moisture content of base, or if free moisture is present.
 4. Application Rate: Minimum 0.1 gallons per square yard of surface area.
 5. Remove or redistribute excess material.
 6. Allow a minimum of 5 full days for curing of primed surface before placing asphalt concrete.
- C. Tack Coat:
1. Apply uniformly to clean, dry surfaces. Avoiding overlapping of applications.
 2. Do not apply more tack coat than necessary for the day's paving operation.
 3. Touch up missed or lightly coated surfaces and remove excess material.
 4. Application Rate:
 - a. Minimum 0.05 gallons to maximum 0.12 gallons of asphalt (residual if diluted emulsified asphalt) per square yard of surface area.
 - b. Apply at rate, within range specified, sufficient to assure good bonding, but not so heavy that surplus asphalt flushes into asphalt concrete being placed.
- D. Pavement Mix:
1. Prior to Paving:
 - a. Sweep primed surface free of dirt, dust, or other foreign matter.
 - b. Patch holes in primed surface with asphalt concrete pavement mix.
 - c. Blot excess prime material with sand.
 2. Place asphalt concrete pavement mix in lifts as shown.
 3. Compacted Lift Thickness:

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- a. Minimum: Twice the maximum aggregate size, but in no case less than 3/4 inch. Minimum thickness for Type S-111 and SP-9.5 is 1.5 inches.
 - b. Maximum: 4 inches.
4. Total Compacted Thickness: As shown.
5. Apply such that meet lines are straight and edges are vertical.
6. Collect and dispose of segregated aggregate from raking process. Do not scatter material over finished surface.
7. Joints:
 - a. Offset edge of each layer a minimum of 6 inches so joints are not directly over those in underlying layer.
 - b. Offset longitudinal joints in roadway pavements, so longitudinal joints in wearing layer coincide with pavement centerlines and lane divider lines.
 - c. Form transverse joints by cutting back on previous day's run to expose full vertical depth of layer.
8. Succeeding Lifts: Apply tack coat to pavement surface between each lift.
9. After placement of pavement, seal meet line by painting a minimum of 6 inches on each side of the joint with cut-back or emulsified asphalt. Cover immediately with sand.

E. Compaction:

1. Roll until roller marks are eliminated and compacted to 100 percent of the laboratory compacted mixture.
2. Joint Compaction:
 - a. Place top or wearing layer as continuously as possible.
 - b. Pass roller over unprotected end of freshly laid mixture only when placing of mix is discontinued long enough to permit mixture to become chilled.
 - c. Cut back previously compacted mixture when Work is resumed to produce a slightly beveled edge for full thickness of layer.
 - d. Cut away waste material and lay new mix against fresh cut.

F. Tolerances:

1. General: Conduct measurements for conformity with crown and grade immediately after initial compression. Correct variations immediately by removal or addition of materials and by continuous rolling.
2. Completed Surface or Wearing Layer Smoothness:
 - a. Uniform texture, smooth, and uniform to crown and grade.
 - b. Maximum Deviation: 1/8 inch from lower edge of a 12-foot straightedge, measured continuously parallel and at right angle to centerline.
 - c. If surface of completed pavement deviates by more than twice the specified tolerances, remove and replace wearing surface.
3. Transverse Slope Maximum Deviation: 1/4 inch in 12 feet from the rate of slope shown.
4. Finished Grade:
 - a. Perform a field differential level survey on a maximum 50-foot grid and along all grade breaks.
 - b. Maximum Deviation: 0.02 foot from the grade shown.

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G. Seal Coat:

1. General: Apply seal coat of paving grade or emulsified asphalt to finished surface at longitudinal and transverse joints, joints at abutting pavements, areas where the asphalt concrete was placed by hand, patched surfaces, and other areas as directed by the Project Manager.
2. Preparation:
 - a. Maintain surfaces that are to be sealed free of holes, dry, and clean of dust and loose material.
 - b. Seal in dry weather and when the temperature is above 35 degrees F.
3. Application:
 - a. Fill cracks over 1/16 inch in width with an asphalt-sand slurry or approved crack sealer prior to sealing.
 - b. When sealing patched surfaces and joints with existing pavements, extend minimum 6 inches beyond edges of patches.

3.05 PATCHING

A. Preparation:

1. Remove damaged, broken, or unsound asphalt concrete adjacent to patches. Trim to straight lines exposing smooth, sound, vertical edges.
2. Prepare patch subgrade as specified in Section 02319, Subgrade Preparation.

B. Application:

1. Patch Thickness: 3 inches or thickness of adjacent asphalt concrete, whichever is greater.
2. Place asphalt concrete mix across full width of patch in layers of equal thickness.
3. Spread and grade asphalt concrete with hand tools or mechanical spreader, depending on size of area to be patched.

C. Compaction:

1. Roll patches with power rollers capable of providing compression of 200 to 300 pounds per linear inch. Use hand tampers where rolling is impractical.
2. Begin rolling top course at edges of patches, lapping adjacent asphalt surface at least 1/2 the roller width. Progress toward center of patch overlapping each preceding track by at least 1/2 the width of roller.
3. Make sufficient passes over entire area to remove roller marks and to produce desired finished surface.

D. Tolerances:

1. Finished surface shall be flush with and match grade, slope, and crown of adjacent surface.
2. Tolerance: Surface smoothness shall not deviate more than plus 1/4 inch or minus 0 when a straightedge is laid across patched area between edges of new pavement and surface of old surfacing.

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3.06 FIELD QUALITY CONTROL

- A. General: Provide services of an approved certified independent testing laboratory to conduct tests.
- B. Field Density Tests:
 - 1. Perform tests from cores or sawed samples.
 - 2. Measure with properly operating and calibrated nuclear density gauge.
 - 3. Maximum Density: In accordance with ASTM D2041, using a sample of mix taken prior to compaction from the same location as the density test sample.
- C. Testing Frequency:
 - 1. Quality Control Tests:
 - a. Asphalt Content, Aggregate Gradation: Once per every 500 tons of mix or once every 4 hours, whichever is greater.
 - b. Mix Design Properties, Measured Maximum (Rice's) Specific Gravity: Once every 1,000 tons or once every 8 hours, whichever is greater.
 - 2. Density Tests: Once every 500 tons of mix or once every 4 hours, whichever is greater.

END OF SECTION

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SECTION 321313- CONCRETE CURBS AND SIDEWALKS**PART 1 GENERAL (NOT USED)****PART 2 PRODUCTS****2.01 EXPANSION JOINT FILLER**

- A. 1/2-inch thick, preformed asphalt-impregnated, expansion joint material meeting AASHTO M153 Type I, II, or III, or AASHTO M213, or cellulose fiber types meeting the requirements of AASHTO M213, except the asphalt content is acceptable provided they contain minimum of 0.2 percent copper pentachlorophenate as a preservative and 1 percent water proofing wax.

2.02 CONCRETE

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 3,000 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 to 4 inches.

2.03 CURING COMPOUND

- A. Liquid membrane-forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

PART 3 EXECUTION**3.01 FORMWORK**

- A. Lumber Materials:
 - 1. 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
 - 2. 1-inch dressed lumber or plywood may be used where short-radius forms are required.
- B. Metals: Steel in new undamaged condition.
- C. Setting Forms:
 - 1. Construct forms to shape, lines, grades, and dimensions.
 - 2. Stake securely in place.
- D. Bracing:
 - 1. Brace forms to prevent change of shape or movement resulting from placement.

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2. Construct short-radius curved forms to exact radius.

E. Tolerances:

1. Do not vary tops of forms from gradeline more than 1/8 inch when checked with 10-foot straightedge.
2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

3.02 PLACING CONCRETE

- A. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- B. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- C. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- D. To compact, vibrate until concrete becomes uniformly plastic.
- E. All edges shall be smooth and rounded.

3.03 SIDEWALK CONSTRUCTION

- A. Thickness:
 1. 6 inches in all areas, unless otherwise shown on design drawings.
- B. Connection to Existing Sidewalk:
 1. Remove old concrete back to an existing contraction joint.
 2. Clean the surface.
 3. Apply a neat cement paste immediately prior to placing new sidewalk.
- C. Expansion Joints: Place at maximum 20-foot intervals, at adjacent curb expansion joint, where sidewalk ends at curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.
- D. Contraction Joints:
 1. Provide transversely to walks at locations opposite contraction joints in curb.
 2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
 3. Construct straight and at right angles to surface of walk.
- E. Finish:
 1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.

CONCRETE CURBS AND SIDEWALKS

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2. Ensure that the surface variations are not more than $\frac{1}{4}$ inch under a 10-foot straightedge, or more than $\frac{1}{8}$ inch on a 5-foot transverse section.
3. Mark walks transversely at 5-foot intervals, or in pattern shown on Drawings, with jointing tool; finish edges with rounded steel edging tool.
4. Apply curing compound to exposed surfaces upon completion of finishing.
5. Protect sidewalk from damage and allow to cure for at least 7 days.

END OF SECTION

CONCRETE CURBS AND SIDEWALKS

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SECTION 321723 - PAVEMENT MARKING**PART 1 GENERAL****1.01 STANDARD SPECIFICATIONS**

- A. When referenced in this section, shall mean Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition.

1.02 DELIVER, STORAGE, AND PROTECTION

- A. Packaging and Labeling: All coatings and traffic marking materials shall be shipped in strong containers plainly marked with the weight in pounds per gallon, the volume of coatings and traffic marking materials content in gallons, the color, user information, date of manufacture, LOT, batch and DOT code number. Each batch manufactured shall have a unique number. A true statement of the percentage composition of the pigment, the proportion of pigment to vehicle, and the name and address of the manufacturer, also shall be shown. The label shall warn the user of any special handling or precautions of the material, as recommended by the manufacturer. Any package not so marked will not be accepted for use under these Specifications.
- B. Storage: Any coatings and traffic marking materials which, although inspected and approved at the point of manufacture, hardens or livers in the containers so that it cannot be readily broken up with a paddle to a smooth, uniform painting consistency, will be rejected. All materials shall have a container storage life of one year from date of manufacture. Any coatings and traffic marking materials not acceptable for proper application will be rejected, even though it conforms to these Specifications in all other respects.
- C. Mixing: All paints except aluminum shall be delivered to the project completely mixed, and ready to be used without additional oil or thinner. Gasoline shall not be used for thinner under any circumstances.

PART 2 PRODUCTS**2.01 PAINT**

- A. Color: White, yellow, or blue traffic paint meeting the requirements of Section 971 of the Standard Specifications.
- B. Homogeneous, easily stirred to smooth consistency, with no hard settlement or other objectionable characteristics during a storage period of 6 months.

2.02 THERMOPLASTIC STRIPING

- A. White or yellow thermoplastic striping material meeting the requirements of Section 971-17 of the Standard Specifications.

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2.03 RAISED REFLECTIVE MARKERS

- A. Metallic or nonmetallic, or prismatic reflector type, of permanent colors retaining color and brightness under action of traffic.
- B. Rounded surfaces presenting a smooth contour to traffic. The minimum area of each reflective face shall be 2-1/2 inches squared.
- C. Marker and adhesive epoxy in accordance with ASTM D4280
- D. Markers shall meet the requirements of Section 970 (Class B) of the Standard Specifications.

2.04 GLASS SPHERES

- A. Glass spheres shall be of a composition designed to be highly resistant to traffic wear and to the effects of weathering.
- B. In accordance with AASHTO M247, Type I with moisture resistant coating or a formulation specified by the traffic striping material manufacturer and Section 971-14 of the Standard Specifications.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Cleaning:
 - 1. Thoroughly clean surfaces to be marked before application of pavement marking material.
 - 2. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water or a combination of these methods.
 - 3. Completely remove rubber deposits, surface laitance, existing paint markings, and other coatings adhering to pavement with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion.
 - 4. Scrub areas of old pavement affected with oil or grease with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application.
 - 5. Surfaces shall be completely free of dry dirt and ice, and dry of water at the time of application of any of the materials specified herein.
 - 6. Oil-Soaked Areas: After cleaning, seal with cut shellac to prevent bleeding through the new paint.
 - 7. Reclean surfaces when Work has been stopped due to rain.
 - 8. Existing Pavement Markings:
 - a. Remove existing pavement markings that may interfere or conflict with newly applied marking patterns, or that may result in a misleading or confusing traffic pattern.
 - b. Do not apply thermoplastic markings over existing preformed or thermoplastic markings.

ANNUAL ASPHALT MILL AND RESURFACING

PROJECT 12518

- c. Removal of striping shall be done by waterblasting methods, so finished pavement surface is not damaged.
- B. Pretreatment for Early Painting: Where early painting is required on rigid pavements, pretreat with an aqueous solution containing 3 percent phosphoric acid and 2 percent zinc chloride.
- C. New Concrete Pavement:
 - 1. Allow a minimum cure time of 30 days before cleaning and marking with final thermoplastic striping.
 - 2. Clean by either sandblasting or water blasting to the following results:
 - a. No visible evidence of curing compound on peaks of textured concrete surface.
 - b. No heavy puddled deposits of curing compound in valleys of textured concrete surface.
 - c. Remaining curing compound is intact, with loose and flaking material completely removed.
 - d. Peaks of textured pavement surface are rounded in profile and free of sharp edges and irregularities.
 - 3. Allow a minimum drying time of 24 hours after water blasting before applying thermoplastic markings.

3.02 ALIGNMENT FOR MARKINGS

- A. The Contractor shall be responsible for all measurements, reference points and marks, string lining, and any other steps required in establishing pavement marking locations and alignment. On tangents and on curves up to 1 degree, the alignment of the marking shall not deviate from the string line by more than 1 inch. On curves exceeding 1 degree, the maximum permissible deviation shall be 2 inches. All alignment width and location shall conform to the details shown on the Drawings.

3.03 PAINT APPLICATION

- A. General:
 - 1. Thoroughly mix pigment and vehicle together prior to application, and keep thoroughly agitated during application.
 - 2. Do not add thinner.
 - 3. Apply only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Maintain paint temperature within these same limits.
 - 4. Apply only when surface is dry.
 - 5. Do not apply when conditions are windy to the point of causing overspray or fuzzy line edges.
 - 6. New Asphalt Pavement: Allow a minimum pavement cure time as recommended by the manufacturer before applying paint.
 - 7. Provide guide lines and templates to control paint application.
 - 8. Take special precautions in marking numbers, letters, and symbols.
 - 9. Sharply outline edges of markings and apply without running or spattering.

ANNUAL ASPHALT MILL AND RESURFACING

PROJECT 12518

B. Rate of Application:

1. Reflective Markings:
 - a. Paint: Apply evenly, 105 plus or minus 5 square feet per gallon.
 - b. Glass Beads: Apply uniformly, 6 plus or minus 0.5 pounds of glass spheres per gallon of paint.
2. Nonreflective Markings: Apply paint evenly to pavement surface at a rate of 105 plus or minus 5 square feet per gallon.
3. On new pavement or new asphalt surface treatments, apply two coats of paint at a uniform rate of 210 square feet per gallon.

C. Drying:

1. Provide maximum drying time to prevent undue softening of bitumen and pickup, displacement, or discoloration by traffic.
2. If drying is abnormally slow, discontinue painting operations until cause is determined and corrected.

3.04 THERMOPLASTIC MARKING APPLICATION

A. Following specified surface preparation, prime and apply marking and glass beads to provide a reflectorized strip as shown on Drawings.

B. The material shall be applied to the pavement by the extrusion method only, wherein one side of extrusion shaping die is the pavement and the other sides are formed by suitable equipment for heating and controlling the flow of the material.

C. Application Temperatures:

1. Pavement Surface: Minimum 40 degrees F and rising.
2. Thermoplastic: Minimum 375 degrees F, maximum 425 degrees F.

D. Primer:

1. On portland cement concrete and existing asphalt pavements, apply epoxy resin primer/sealer according to the thermoplastic manufacturer's recommendations.
2. All primer/sealer to dry prior to applying thermoplastic.

E. Thermoplastic Marking:

1. Extrude in a molten state, free of dirt or tint. at a thickness of 0.10 to 0.15 inch for lane lines and 0.07 to 0.10 inch for edge or other lines in accordance with FDOT 711-4.3.
2. Apply centerline, skipline, edgeline, and other longitudinal type markings with a mobile applicator.
3. Apply special markings, crosswalks, stop bars, legends, arrows, and similar patterns with a portable, extrusion-type applicator.

F. Glass Bead Application:

ANNUAL ASPHALT MILL AND RESURFACING

PROJECT 12518

1. Immediately after marker application, mechanically apply such that the beads are held by and imbedded in the surface of the molten material.
 2. Application Rate: One pound per 20 square feet of compound.
- G. Cool completed marking to ambient temperature prior to allowing vehicular traffic.

3.05 INSTALLATION OF RAISED REFLECTIVE MARKERS

- A. Apply markers to the bonding surface using bituminous adhesives only.
- B. Apply the adhesive to the binding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Align markers carefully, projecting no more than 3/4-inch above level of pavement. Reflective face of the marker shall be perpendicular to a line parallel to the roadway centerline. Do not install markers over longitudinal or transverse joints of the bonding surface.
- D. Spacing: As shown on the Drawings.
- E. Immediately remove excess adhesive from the bonding surface and exposed surface of the marker.
- F. Use only a mineral spirits meeting Federal Specifications TT-T-291 to remove adhesive from exposed faces of markers.

3.06 GLASS BEAD APPLICATION

- A. Apply immediately following application of paint.
- B. Use evenly distributed, drop-on application method.
- C. Rate: 10 pounds per gallon of paint.

3.07 PROTECTION

- A. The CONTRACTOR shall erect adequate warning signs and/or provide sufficient number of flagmen, and take all necessary precautions for the protection of the materials and safety of the public.
- B. Protect surfaces from disfiguration by paint spatters, splashes, spills, or drips.

3.08 CLEANUP

- A. Remove paint spatters, splashes, spills, or drips from Work and staging areas and areas outside of the immediate Work area where spills occur.

END OF SECTION

ANNUAL ASPHALT MILL AND RESURFACING

PROJECT 12518

SECTION 329200 – TURF GRASS**PART 1 – GENERAL****1.1 WORK INCLUDED**

- A. Provide labor, materials, equipment and services to complete the sodding work, as indicated on the drawings, as specified herein, or both.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 QUALITY ASSURANCE

- A. Regulatory Agencies: Conform to the requirements of local agricultural and governing agencies.

1.4 SUBMITTALS

- A. Certificates: Not applicable to this project.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver sod on pallets.
- B. Protect root system from exposure to wind or sun.
- C. Protect sod against dehydration, contamination, and heating during transportation and delivery.
- D. Do not deliver more sod than can be installed within 24 hours.
- E. Do not pile sod more than 2 feet deep.

1.6 JOB CONDITIONS

- A. Begin installation of sod after preceding related work is accepted.
- B. Environmental Requirements:
 - 1. Install sod during time period acceptable to the City.
 - 2. Do not install sod on saturated soil.
- C. Erect signs and barriers against vehicular traffic, where applicable.

ANNUAL ASPHALT MILL AND RESURFACING

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1.7 GUARANTEE

- A. Guarantee period is not applicable for this project.
- B. Contractor shall be responsible for any damaged sod caused by forklifts, tractors, trucks etc. during the placing of that sod.

PART 2 - PRODUCTS**2.1 SOD**

- A. Grass Species:
 - 1. Bahia: Paspalum notatum.
- B. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved.
- C. Sod Configuration:
 - 1. Bahia: Paspalum notatum.
 - a. Furnished in pads, approximately 24" x 18" x 1-1/2", excluding top growth and thatch.
 - b. Pads not stretched or broken.
 - c. Uniformly mowed height when harvested – 2 inches.
- D. Inspected and found free of diseases, nematodes, pests, and pest larvae, by entomologist of the local Agricultural agency.
- E. Weeds: Free of non-specified grass, nut grass or other objectionable weeds.
- F. Uniform in color, leaf texture, and density.

2.2 WATER

- A. Free of substances harmful to plant growth.

2.3 FERTILIZER

- A. Not applicable to this project.

2.4 HERBICIDES AND STERILIZERS

- A. As recommended by local agricultural agencies.

PART 3 - EXECUTION**3.1 INSPECTION**

ANNUAL ASPHALT MILL AND RESURFACING

PROJECT 12518

- A. Verify that planting soil mix is installed as specified in Section 02920 - Soil Preparation.
- B. Water dry soil to depth of 6 inches 48 hours before sodding.

3.2 INSTALLATION

- A. Transplant sod within 48 hours after harvesting.
- B. Lay first row of sod in straight line.
- C. Butt side and end joints.
- D. Stagger end joints in adjacent rows.
- E. Do not stretch or overlap rows.
- F. Cut and trim sod edges at plant beds, walks, buildings or other edge areas.
- G. Sprinkle sod immediately after transplanting to thoroughly water and to wash in lawn sand. Add additional sand to produce a level lawn.

3.3 LAWN ESTABLISHMENT

- A. Watering: Water sod via watering truck daily except Sunday during first two weeks after planting.
- B. Establishment period to extend until final acceptance by the City.

3.4 CLEANING

- A. Immediately clean spills from paved and finished surface areas.
- B. Remove debris and excess materials from project site.
- C. Dispose of protective barricades and warning signs at termination of lawn establishment.

3.5 FINAL INSPECTION AND ACCEPTANCE

- A. Request final inspection for acceptance at completion.
- G. Replace rejected sod area with acceptable sod within two weeks after the inspection.

END OF SECTION 329200

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONSTRUCTION BID CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field. If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Check box if your firm qualifies for MBE / SBE / WBE: ☐

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

Name	Title	Name	Title
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the bid:

Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received	Addendum No.	Date Received

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.

	5
	6

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bid direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)	Signature
Date	Title

Revised 07/11/2019

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

Question and Answers for Bid #12336-103 - Annual Asphalt Mill And Resurfacing

Overall Bid Questions

Question 1

Is there an estimated budget? (Submitted: Dec 17, 2019 8:30:21 AM EST)

Answer

- The estimated budget for this project is \$875,000.00 (Answered: Dec 17, 2019 11:38:28 AM EST)



Jose Custodio
 Town Of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, FL 33154
 jcustodio@bayharborislands-fl.gov
 305-455-7275
PROPOSAL NUMBER: 2021 04013

PROJECT INFORMATION:

Bay Harbor Islands - South Side Zone 4
 1165 95th St
 Bay Harbor Islands, FL 33154
 May 26, 2021

SCOPE OF WORK: TOWN OF BAY HARBOR ISLANDS MILLING & PAVING EAST ISLAND INTERNAL STREETS SOUTH SIDE (ZONE 4) PROJECT - ROADWAYS & TOWN HALL PARKING LOT / SIDEWALK REPLACEMENT

BILLING RATES INCLUDED IN CONTRACT					
ITEM #	ITEM DESCRIPTION	Qty	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	2	Each	\$4,500.00	\$9,000.00
2	Paving (S-3 1" depth) (> 3000 SY's)	17937	Square Yard	\$6.75	\$121,074.75
3	Paving (S-3 1" depth) (< 3000 SY's)	900	Square Yard	\$8.50	\$7,650.00
4	Paving (S-3 levelling)	60	Ton	\$165.00	\$9,900.00
7	Tack Coat	1025	Gallon	\$4.50	\$4,612.50
9	1-Inch Milling	18837	Square Yard	\$1.85	\$34,848.45
11	6-Inch Double yellow thermoplastic	2000	Linear Foot	\$2.37	\$4,740.00
12	6-Inch Single yellow thermoplastic	625	Linear Foot	\$1.18	\$737.50
13	6-Inch Single white thermoplastic	8785	Linear Foot	\$1.18	\$10,366.30
15	12-Inch Single white thermoplastic	1110	Linear Foot	\$3.25	\$3,607.50
17	24-Inch stop bar white thermoplastic	400	Linear Foot	\$6.43	\$2,572.00
18	6-Inch temporary striping over milled area	22185	Linear Foot	\$0.45	\$9,983.25
19	24-Inch temporary stop bar over milled area	400	Linear Foot	\$1.97	\$788.00
20	Arrows (6'x6'x6') thermoplastic	5	Each	\$331.20	\$1,656.00
21	Install various colors and blue R.P.M.s	711	Each	\$4.60	\$3,270.60
23	Thermoplastic symbol pavement markings	2	Each	\$285.20	\$570.40
28	ADA/wheelchair access ramps	9	Each	\$2,350.00	\$21,150.00
32	Valley Gutter	400	Linear Foot	\$39.00	\$15,600.00
33	Type F Curb	150	Linear Foot	\$45.00	\$6,750.00
35	Limerock Base 8"	30	Square Yard	\$35.00	\$1,050.00
37	Clearing and grubbing	750	Square Foot	\$4.00	\$3,000.00
Total Bid Price Included in Contract:					\$272,927.25

PIGGY BACK CITY OF FORT LAUDERDALE BID#12336-103 ANNUAL ASPHALT MILLING AND RESURFACING

PAVEMENT
 MAINTENANCE & RECONSTRUCTION

TOP CONTRACTOR

2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
 1180 SW 10th St.
 Delray Beach, FL 33444
 561-588-0949

Central Florida
 6648 Old Cheney Highway-Unit D
 Orlando FL 32807
 407-610-8069

Paving Advisor
 Joshua Marfleet
 T: 561-302-9361
 E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com



PAVEMENT
 MAINTENANCE & RECONSTRUCTION

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Town Of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
jcustodio@bayharborislands-fl.gov
305-455-7275
PROPOSAL NUMBER: 2021 04013

PROPOSAL TOTAL

We propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

\$272,927.25

TOTAL OF SELECTED OPTIONS:

\$

**Customer to enter \$0.00 if no options selected*

CONTRACT TOTAL TO INCLUDE SELECTED OPTIONS:

\$

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are valid for 30 days from the date of this proposal. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. We agree to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below.

PAYMENT TERMS:

As Per Terms & Conditions of Purchase Order

BILLING INFORMATION:

☐ Select if email invoice is preferred

Billing Company &
Contact Name:

Billing Street Address:

Billing City, State, Zip:

Billing Phone Number:

Billing Contact E-mail

Signature of Approval by Customer

Printed Name & Title/Position

Date

PAVEMENT
MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
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305-455-7275
PROPOSAL NUMBER: 2021 04013

TERMS AND CONDITIONS

CUSTOMER INSTRUCTIONS AND INFORMATION

Work Area Preparation

1. All County needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is financially responsible for towing services and any created delays. If any cars are left on the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
4. All County Paving will not be responsible for persons entering the work area, tracking of materials or paint, or any damages to cars or persons trespassing in the designated areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All County Paving arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved, will be subject to additional fees.

Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All County Paving will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All County Paving cannot guarantee elimination of standing water.
7. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear.
8. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
9. A certificate of Insurance will be issued upon request prior to commencement of work.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to include items only, anything not specifically included is excluded from contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus actual cost of permit(s). Any additional work required by the permit(s) will be extra to the contract amount.
5. Any work performed by All County Paving which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All County Paving reserves the right to withdraw the proposal at any time prior to the commencement of work should material price fluctuations rise significantly.
9. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
10. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each.
11. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
12. Delays to All County Paving of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour and delays to All County Paving of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the customer.
13. Any broken car stops will be replaced at an additional cost of \$60.00 each.
14. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
15. Due to the fluctuations in the petroleum markets, All County Paving reserves the right to impose a fuel surcharge.
16. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
17. All County Paving will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
18. All County Paving will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
19. All County guarantees its' sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
20. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
21. All County Paving guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.
22. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Workmen's Compensation Insurance.

Customer must initial here that they have read and accept the above Terms & Conditions

PAVEMENT
MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
2014, 2015, 2016, 2017, 2018, 2019, 2020

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Central Florida
6648 Old Cheney Highway-Unit D
Orlando FL 32807
407-610-8069

Paving Advisor
Joshua Marfleet
T: 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 11.

ITEM: Consideration and Approval to extend the Program Grant Agreement for Address Verification Plan between the Town and the School Board of Miami-Dade County for the 2021/2022 School Year. Enclosed is a copy of the request for extension request and other supporting documents.

DESCRIPTION:

This is a renewal of the existing agreement with the School Board where the Town funds a part-time clerical assistant to review and confirm the home addresses of students who seek registration at Ruth K. Broad to ensure that those students live within the school's attendance boundaries. Throughout the school year, the School Board shall provide the Town Manager with a report containing the number of students enrolled in the school broken down by the aggregate number of students by grade level, whose primary residence is inside and outside the boundary, and number of approved out of boundary students. The School Board shall provide monthly written reports to the Town regarding the progress and results of the implementation of the plan. The Town's cost for this program for school year (21-22) is \$10,000.

The agreement may be extended upon mutual consent of the parties for an additional two (2) school years, on the same terms and conditions as provided.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure was budgeted in the 2020/2021 budget year.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. FINAL - Town of Bay Harbor Address Verification 2021-THREE YEAR CYCLE

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2021, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("School Board"). (The Town and School Board shall be collectively referred to as the "Parties" or, individually, as a "Party").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing July 1, 2021 and continuing during the Term, the Parties shall implement the Town of Bay Harbor Islands Address Verification Plan ("Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2022, as set forth herein, and in Exhibit "A," hereto. Any amendments to the Plan must be agreed to in writing by the Parties. The funding amounts shall be finalized ninety (90) days prior to the commencement of a school year.

(b) The School Board agrees, subject to the availability of funding in Section 2, to hire one part-time clerical assistant at the Ruth K. Broad Bay Harbor K-8 Center (the "School") to administer the Plan commencing on July 1, 2021 at the schools. The job description for the position shall be substantially similar to the description attached hereto as Exhibit "D". The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the Term, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of approved- out of boundary students. The School Board shall provide monthly written reports to the Town regarding the progress and results of the implementation of the Plan. The Report shall break down the data for the School on the attendance boundary. The Parties agree that such reports and the activities related to this Agreement shall comply with the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at <http://www.neola.com/miamidade-fl/>. The Parties hereto acknowledge and agree that student data will not be provided to the City. The written report(s) shall include the following information, if applicable (Exhibit "B"):

- a. Number of letters mailed to students enrolled;
- b. Number of letters returned after mailing;
- c. Number of students residing outside the Boundary;
- d. Number of transfer students;
- e. Number of students transferred to their home school; and
- f. Number of students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By October 15 of every school year during the Term, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

Section 2. Funding

(a) The City agrees to provide \$10,000.00 a year for the 2021-2022 school year and, the City will provide full funding for the Plan pursuant to the District's costs as determined by the School Board and agreed to by the City Commission, including, without limitation, compensation plus fringe benefits, not to exceed \$10,000.00 as set forth in subsection (b), for the duration of this Agreement and for the duration of the Plan, defined herein as "Adequate Funding."

(b) The parties acknowledge that the average salary of the part-time assistant is approximately \$15.00 per hour, with an anticipated workload of 25 hours per week. Payment will be made to the School Board within 30 days of the City receiving an invoice from the School Board, not to exceed \$10,000.00 for the school year ending June 30, 2022. The School Board should invoice the City with the name of the part-time clerical assistant and the number of hours logged per month for the project. The final amount of the allotted funding is a maximum of \$10,000.00, (inclusive of reimbursement for fringe benefits) for the school year, ending June 30, 2022 and will be transmitted to the School Board in a timely manner that will ensure that the part-time clerical assistant will receive their approved salary and fringe benefits. Clerical assistant job duties are set forth in Exhibit D.

(c) The parties hereto agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the City Commission fails to allocate Adequate Funding for the Plan in any given fiscal year, the School Board shall have no obligation to carry out the Plan.

(d) The Town agrees to reimburse the School Board for the verification letters mailed

by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2022. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2021-2022 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241

Fax: 305-866-4863

cc: Joseph Geller, Esq.
Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Miami, FL 33154
Phone: 305-866-6241
Email: joseph.geller@gmlaw.com

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The

Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2021.

**PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

(as to the School Board):

BY: _____

(Superintendent of Schools or Designee)

School Board Attorney

Date

Date: _____

SUBMITTED BY:

Charge Location Administrator

Date

Office of Intergovernmental Affairs &
Compliance

Date

Risk Management

Date

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: _____
Joshua D. Fuller
MAYOR

ATTEST:

Alba L. Chang, TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS**

JOSEPH GELLER, ESQ., TOWN
ATTORNEY

EXHIBIT “A”

Town of Bay Harbor Islands Address Verification Plan

Pursuant to School Board Policy 5112, the School Board shall verify the Primary Residence of all Students, except the School teachers’ children, approved transfers, or Town employees approved pursuant to School Board Policy 5120 and 5131, through Welcome Letters, and Verification Letters-

Welcome Letters

On or before March 1, 2022 and each School year thereafter, the School Board shall send the welcome letter similar to the letter attached hereto as Exhibit “E” to all Parent(s) (“Welcome Letter”). In the event that a Welcome Letter is returned to the School Board or School as undelivered (a “Returned Letter”), the School Board shall send a Verification Letter (Exhibit “C”) within fourteen (14) days of its receipt of a Returned Letter.

Verification Letters

In the event that the School Board or School receives a Returned Letter or other information that may lead to a reasonable suspicion that a Student does not have a Primary Residence within the Boundary, the School Board shall verify the Primary Residence by sending a letter similar to the letter attached to Exhibit C to all Parent(s) (“Verification Letter”). The Verification Letter shall request information to verify the Primary Residence pursuant to School Board Policy 5112. Response to the Verification Letter shall be due no later than 30 days from date of mailing. The Verification Letter(s) shall be mailed to the residence designated by the Parents. If the content of the Verification attached Letter is revised substantially, the School Board shall provide a copy to the Town before mailing for the Town’s review. The Verification Letter shall be mailed by priority mail with a tracking number to the Parents at the expense of the Town.

Review of Verification Documents

The School Board shall review all verification documents provided by Parents to determine if Students are properly assigned to the School. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove Primary Residence. If a Parent provides a post office box, private mail box address or commercial establishment address, the proper Primary Residence verification documentation shall be requested.

Investigation of Primary Residence

The School Board shall investigate in all instances in which there is a reasonable suspicion that a Student does not have a Primary Residence within the Boundary. Such a reasonable suspicion may be prompted by return, as undeliverable, of the Welcome Letter or Verification Letter, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town or the residents of the Town.

Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by ~~by the Software~~, telephone calls to Parent(s) or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the Verification Letter. On an as needed basis, the School Board may utilize a School Resource Officer to conduct house visit(s) to gain access to multi-family buildings.

Withdrawal of Violators

If the Parent(s) cannot prove that they have a Primary Residence within the Boundary and if no valid School Board exception applies, the School Board shall follow School District protocol to withdraw the Student and refer the Student back to the Student's home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the Student.

EXHIBIT "B"

TOWN OF BAY HARBOR ISLANDS MONTHLY SUMMARY DATA LOG

Ruth K. Broad Bay Harbor K-8									
Monthly Summary Data Log									
	Welcome Letters		Verification Letters		# of Home Visits	# of Students Residing Outside Boundaries	# of Transfer Students	# of Students Transferred to Home School	# of Students Granted Exemption to Boundary Requirements
	Mailed	Returned	Mailed	Returned					
MONTHLY TOTAL:	-	-	-	-		-	-	-	-
CUMMULATIVE TOTAL:	-	-	-	-		-	-	-	-

Exhibit "C"
(Sample Verification Letter)

Date: _____

Dear Parent(s):

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request may place your child's enrollment at the school in jeopardy. School Board Policy 5112 Entrance Requirements requires the following verification:

Verification of Residence

Verification of a parent's residence via a Statement of Bonafide Residence - FM-7444 shall be required at the time the child registers in a District school. Verification of residence may also be required at any other time at the discretion of the Superintendent. The student shall reside with the parent placing the student in the attendance area of the school.

In addition, submission of two (2) of the following items are required:

- A. broker's or attorney's statement of parents' purchase of residence, or properly executed lease agreement;
- B. current Homestead Exemption card;
- C. electric deposit payment receipt or electric bill, bottom portion, showing name and service address.

If verification is not provided or acceptable, the Superintendent may verify the student's residence.

If an electric deposit payment receipt is used as verification, the electric bill, bottom portion, must also be provided.

Anyone who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her official duty is guilty of a second-degree misdemeanor of the second degree under F.S. 837.06. In addition, anyone who knowingly makes a false verified declaration is guilty of perjury, a third-degree felony under F.S. 95.525.

You have been scheduled for address verification during the week of _____

Please bring the following **original** and **current** documents to Ruth Broad/Bay Harbor K-8 Center office between 8:00 a.m. – 3:30 p.m. any day during this week.

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact NAME _____ at 305 865-7912.

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal

EXHIBIT “D”

Clerical Job Description

BAY HARBOR ISLANDS ADDRESS VERIFICATION

1. Conduct current student address verification
2. Maintain a log/spreadsheet tracking student being verified and at what point in the process they are.
a. Verification is requested from parent, if not provided
b. Parent is contacted and verification is requested with a due date, if not provided
c. Conduct physical address verification, as appropriate
d. Monthly reporting of numbers of contacts
e. Verification of address through the use of miamidade.gov to verify Homestead Exemption Status
3. Assist with parent/student communication in writing and by phone

EXHIBIT “E”

(Sample Welcome Letter)

March 20, 2022

Via First Class U.S. Mail

Dear Bobcats,

It is hard to believe that we have already reached the end of the first marking period of the 2021-2022 school year! We are well on our way to a spectacular year full of achievements and accomplishments! I am so happy to be part of this dynamic, successful school community and appreciate the warm welcome, as I begin my first year as a Bobcat.

First and foremost, **CONGRATULATIONS** to every Bobcat for complete dedication to their academic courses of study, devotion to caring about each other and commitment to being the best students and human beings! For the 18th consecutive year, Bobcats rate at the top of the academic scale as they achieve another “**A+**” from the State of Florida Department of Education!!! This accomplishment proves that our entire community, with the guidance of our teachers, administration, and staff, support from parents and community organizations has and will continue to move us forward as we strive to assist all students to reach their full academic potential, through rigorous instruction and a student-centered classroom environment.

Our commitment is to provide the necessary tools for each of our students to learn academically, grow emotionally, and become self-confident with whom they are and the actions and decisions they make as they relate with the world around them. We promise to set high standards, challenge and motivate our students to put forth maximum effort and reach their personal and school wide goals.

We expect every Bobcat to show honesty, respect, responsibility, fairness, caring, and citizenship. We will model the same characteristics daily and together we will empower ourselves to make Ruth K. Broad Bay Harbor K-8 Center the absolute best school in the universe! We are committed to our “Start with Hello” program and promise to do whatever it takes to teach proper communication, patience, and tolerance.

I am very grateful to all our families, community partners, PTA, Shepard Broad Foundation, the Town of Bay Harbor Islands, Village of Bal Harbour, and the Town of Surfside for all your continuous support of our children. A special “Thank You” goes out to our PTA, which coordinated a very successful booster-thon campaign, which will assist in enhancing the campus and repair items lost to Hurricane Irma. I thank those that are PTA members and encourage all families to join. We are blessed for all the tender loving care we receive on a daily basis. We ask you to once again be part of the winning combination we proudly call our Bobcat Family!

Lastly, enclosed please find the recently approved revised calendar for this school year.

Sincerely,

Scott Saperstein
Principal

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 12.

ITEM: Consideration and approval to piggyback off the Sourcewell Contract #130356-GVR with SGI Builders, Inc. in the amount of \$29,794.44 for the purchase and installation of a new fuel dispenser system for the Town fleet, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposal provided by SGI Builders, Inc.

DESCRIPTION:

The existing Town's fuel dispenser system for Fleet has exceeded its useful life (installed more than 40 years ago) and is presenting several problems. The system needs to be replaced as soon as possible to avoid problems, especially during the hurricane season. The new system to be installed includes new pumps, fuel dispensers, new nozzles and hoses. The new system is also installed with a cloud-based application that reports all fuel transactions by personnel and vehicle, which will eliminate human errors. It is also capable of producing reports that can be used for budgeting purposes. The cost to install the new fuel dispenser system for the Town Fleet is \$27,085.85, plus 10% (\$2,708.59) of contingency for unforeseen conditions once the old system is removed. The total amount for the work is \$29,794.44.

Enclosed is a copy of the proposal.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

THIS ITEM IS INCLUDED IN THE CURRENT YEAR'S BUDGET ('20-'21)

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. SOURCEWELL QUOTATION FOR NEW FUEL PUMPS 07MAY21



SGI Builders, Inc.
3866 Prospect Ave., Suite A17,
Riviera Beach, FL 33404
(561) 797-9776

Quote # 1931-3291 | Date: 05/07/2021 | Quoted by: Marian Surdu | RE: Bay Harbor Islands

Address: 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Number and type of tanks: Diesel UST, Unleaded UST

Number of fueling positions: 1DSL; 2UNL

This quote is provided to the Town of Bay Harbor Islands in accordance with Sourcwell Contract # 130356-GVR, and it includes mobilization, labor, and startup for a fully functional system. Equipment is quoted and provided directly by the manufacturer. SGI Builders will install the new equipment and remove the existing equipment from site. Estimated down time is one and a half to two days.

QTY	Description	Rate/Price	Total
	Equipment, subscription fees, software, wireless option – as quoted by manufacturer	Sourcwell	
1	- EKOS One Time Software Setup Fee	\$3,000.00	\$3,000.00
2	- Atlas model 9853K DFZ	\$4,041.60	\$8,083.20
2	- Atlas PRIME: Single Side PRIME Option	\$2,636.80	\$5,273.60
1	- Atlas PRIME: Internal Dispenser Controller	\$2,041.60	\$2,041.60
1	- Gasboy Service Offering (Atlas PRIME Controller Software Support) - 1 Year	\$520.80	\$520.80
2	- 9800: Stainless Steel - All Panels	\$344.80	\$689.60
1	- Wireless Forecourt Access Point	\$636.00	\$636.00
2	- Wireless In-Dispenser Subscriber Unit	\$556.00	\$1,112.00
1	EKOS Fuel Site Module (per site per month)	\$80.00	\$80.00
		Material Subtotal (excl. monthly fee)	\$21,356.80
1	Mobilization	\$4,636.24	\$4,636.24
1	Materials	\$820.00	\$820.00
1	Misc. truck supplies 5%	\$272.81	\$272.81
		Mobilization Subtotal:	\$5,729.05
		Grand Total	\$27,085.85

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 13.

ITEM: Consideration and Approval to piggyback off the City of Fort Lauderdale's Continuing Services Contract with Team Contracting, Inc. for Continuing Services Annual Concrete and Asphalt for the repairs of the existing sidewalk, driveway and roadway in front of Fire Station 76 on 95th Street, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

DESCRIPTION:

The purpose for the proposed services is to provide the most effective and appropriate solutions to repair damaged concrete sidewalk, curbs and gutter, driveway, and roadway section in front of the Fire Station 76 at 95th Street. This area has been damaged due to the heavy loads of the fire truck on unreinforced concrete sections. The work to be performed is the installation of reinforced concrete to withstand the weight of the fire trucks. This continuing services contract includes the most common items used for the repairs within the Town's right-of-way like concrete work, asphalt pavement, pavers, utility adjustments among others.

Staff recommends the Town piggyback off the City of Fort Lauderdale's Continuing Services Contract with Team Contracting, Inc., pursuant to Section 2-1.2(6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

Enclosed is a copy of the City of Fort Lauderdale Agreement and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
Concrete Sidewalk/Driveway - Fire Station	6/9/2021	\$18,610.00	001.5410.400063.000	BHI-213	\$20,000.00

Submitted By: Jose Custodio, Town Engineer
Maria Lasday, Town Manager
Douglas Armstrong, Public Works Director

ATTACHMENTS

1. Team Contracting Continuing Service Contract Executed
2. BHI-213 Quote from Team Contracting, Inc. (May 12, 2021)

CITY OF FORT LAUDERDALE

CONTRACT

Annual Concrete and Paver Stones (Project 12517)

DESCRIPTION

Team Contracting, Inc.
CONTRACTOR

\$1,800,000
AMOUNT

April 7, 2020
COMMISSION APPROVAL DATE

CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 7th day of April, 2020, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Team Contracting, Inc., a Florida corporation ("Contractor"), ("Parties");

WHEREAS, the City desires to enter into a contract for Annual Concrete and Paver Stones ("Project"), as expressed in its Invitation to Bid No. 12352-403, Project Number 12517, which was opened on December 24, 2019; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – This Agreement, advertisement for Invitation to Bid, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

- 1.6 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order – A change order is defined as a written order to a contractor approved by the City, authorizing a revision of an underlying agreement between the City and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the City's Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the City under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents,

representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the work. The contractor shall provide all required payment and performance bonds and insurances to the City within ten (10) Calendar days following the City Commission approval. Upon verification of all bonds and insurances, the City will issue a notice to proceed (NTP) to the Contractor. Contract time will commence on the date when the Notice to Proceed is issued.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.17 Hazardous Materials (HAZMAT) – Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance – As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- 1.19 Hazardous Waste – Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays – Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award – The written notice by City to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end. The Contractor shall commence the work immediately upon receipt of the Notice to Proceed. Failure of the contractor to proceed with the work will constitute nonperformance of the Contractor and would be ground for termination of the contract per Article 17 of the Agreement.
- 1.24 Plans – The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the City and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List – The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.

- 1.29 Record Documents – A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or “As-Builts” – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

ANNUAL CONCRETE AND PAVER STONES ITB 12352-403 PROJECT 12517

- 2.2 This project consists of no drawing sheets. The Work generally involves:

PROJECT DESCRIPTION

This project is located Citywide, in the City of Fort Lauderdale. This is an annual contract without fixed volume of work. Work will be dependent upon the desire of the City to perform work on a task order basis. Work in the first year will include, but is not limited to, installation of 6-inch thick concrete sidewalk, various curbs, brick pavers, limerock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking, ADA concrete ramps, removal of asphalt, tree root pruning and other items quantified in the proposal pages of this Contract.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction

directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Barbara Howell, whose address is 100 N. Andrews Avenue, 4th Floor, Fort Lauderdale, FL 33301. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement. There are no exhibits to this Agreement.
- 4.2 The Contract Documents may only be altered, amended, or repealed in accordance with the specific provisions of the terms of this Agreement.
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions as amended by the Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number 1, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.
- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No. 12352-403, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 12352-403, dated January 20, 2020.
- 4.13 Schedule of Completion and Schedule of Values.

- 4.14 All amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications (quality) and Drawings (location and quantity).
- c. Supplemental conditions or special terms.
- d. General Terms and Conditions.
- e. This Agreement.
- f. Invitation to Bid No. 12352-403, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No. 12352-403, dated January 20, 2020.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical

society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The initial contract term shall commence upon the date specified in the Notice To Proceed given by the City and shall expire **two (2)** years from that date. The City reserves the right to extend the contract for **two (2)** additional **one (1)** year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- 5.2 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Contractor's receipt of an executed Task Order.
- 5.3 The Contractor shall mobilize to the project site and begin construction activities within **seven (7)** calendar days of receipt of the executed Task Order or by the specific date noted within the Task Order (whichever applies).
- 5.4 The Work on each Task Order shall be substantially completed within the timeframe agreed upon and noted in each executed Task Order.
- 5.5 The Work on each Task Order shall be finally completed on or before the Final Completion Date and ready for final payment in accordance with Final Completion Date agreed upon and noted in each executed Task Order.
- 5.6 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 5.7 The termination date for issuance of Task Orders shall be when the funds are depleted or when the termination date of the contract is reached, whichever comes first. All task orders issued before the contract termination must be completed under this contract even if contract has expired.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The parties expressly agree that the Contract Price, which shall not exceed the amount of **\$1,800,000**, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety percent (90%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than ten percent (10%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- 7.5.1 Defective work not remedied.
- 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
- 7.5.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 7.5.4 Damage to another contractor not remedied.
- 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
- 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.
- 7.7 The City shall make payment to the Contractor through utilization of the City's P-Card Program.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the Project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules,

regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.6 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.
- 8.7 Labor:
- 8.7.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.7.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, and shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.7.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor

understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.

- 8.7.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.8 Materials:

- 8.8.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

- 8.8.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.9 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.10 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the

incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.11 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.
- 8.12 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.
- 8.13 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by it in accordance with the laws of the City of Fort Lauderdale, County of Broward, and State of Florida.
- 8.14 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of

any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the City all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.15 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.15.1 Flow of material and equipment from suppliers.

8.15.2 The interrelated work with affected utility companies.

8.15.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.15.4 The effort of independent testing agencies.

8.15.5 Notice to affected property owners as may be directed by the Project Manager.

- 8.16 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.17 Safety and Protection:

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

8.17.1.1 All employees working on the project and other persons who may be affected thereby.

8.17.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.17.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.17.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.18 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or

obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors, subcontractors, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, under, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*) Additionally, the contractor assures that it or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – CITY'S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

- 9.2 The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply

to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 10.1.1 Performance Bond: A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2018), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

- 10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below, as well as Professional Liability insurance in the amount of \$1,000,000 for any Architectural and or Engineering requirements associated with the fulfillment of the contract if required. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. **A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other**

evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

- A. The City is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for the Work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The Contractor shall provide the City an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the City shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): **N/A**

10.3.3 Commercial General Liability

- A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
Each Occurrence \$1,000,000
Project Aggregate \$1,000,000
General Aggregate \$2,000,000
Personal Injury \$1,000,000

Products/Completed Operations \$1,000,000

- B. Endorsements Required:
City of Fort Lauderdale included as an Additional Insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors
Owners and Contractors Protective Liability
Contractors Pollution Liability - **N/A**

10.3.4 Business Automobile Liability

- A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
All Autos used in completing the contract including Hired, Borrowed
or Non-Owned Autos
Any One Accident \$1,000,000
- B. Endorsements Required:
Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

- 10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

- 10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk

Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable and shall be considered breach of contract.

NOTE: CITY PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the City.
- B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

- 11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.
- 11.2 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty-six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.
- 11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.
- 11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the City or by a professional testing firm designated by the City. The City will pay for sampling and testing if the test results are passing. The Contractor will reimburse the City for sampling, testing, and retesting costs associated with failing tests.
- 11.2.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be

observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

- 11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.
- 11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.
- 11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.
- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses,

liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

- 12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term “Cost of the Work” means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker’s compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

- 14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$25,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This

provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.4 If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

17.2.8 If the Contractor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions

in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after

receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit the question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.

- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

- 19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to the:

Project Manager and City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Contractor:

Team Contracting, Inc.
13911 Southwest 42 Street
Suite 209
Miami, Florida 33175

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – SCRUTINIZED COMPANIES

- 22.1 Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

ARTICLE 23 – PUBLIC RECORDS

- 23.1 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE 24 - NON-DISCRIMINATION

24.1 The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (2019), as may be amended or revised ("Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

ARTICLE 25 - MISCELLANEOUS

- 25.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this paragraph will survive final payment and termination or completion of this Agreement.
- 25.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 25.3 The Contractor and its employees, volunteers and agents shall be and remain independent contractors, and not agents or employees of the City, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 25.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 25.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 25.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 25.7 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or

other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

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Annual Concrete and Paver Stones
TEAM CONTRACTING, INC., (EIN# 65-1002254)
Project 12517

CITY

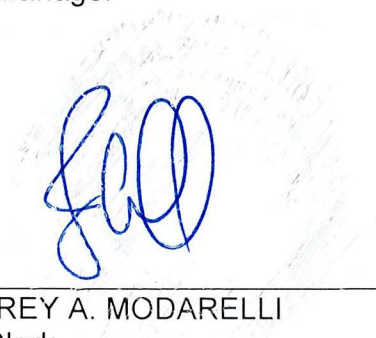
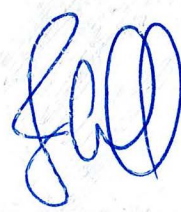
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year first written above.

municipal

CITY OF FORT LAUDERDALE, a
corporation of the State of Florida

By: 
CHRISTOPHER J. LAGERBLOOM
City Manager

(CORPORATE SEAL)

ATTEST: 
By: 
JEFFREY A. MODARELLI
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

CONTRACTOR

WITNESSES:

[Signature]

Lissette Gell

Print Name

[Signature]

Lissette Gell

Print Name

TEAM CONTRACTING, INC., a Florida corporation

By: [Signature]

Julio C. Batista, President

ATTEST:

[Signature]

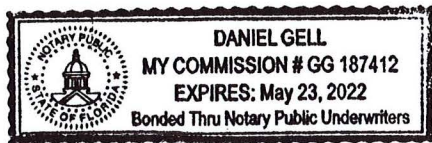
Rodolfo L. Ayan, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of April, 2020, by Julio C. Batista as President for Team Contracting, Inc., a Florida corporation.

SEAL



[Signature]

Notary Public, State of Florida
(Signature of Notary Public)

Daniel Gell

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

Team Contracting, Inc.

Bid Contact **Daniel Gell**
dgell@team-contracting.com
 Ph 305-207-9799
 Fax 305-207-9790

Address **13911 SW 42nd Street, Suite 209**
Miami, FL 33175

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12352-403-01-01	BASE BID: Mobilization	Supplier Product Code:	First Offer - \$550.00	60 / each	\$33,000.00	Y	Y
12352-403-01-02	BASE BID: Concrete sidewalk - 6 in.	Supplier Product Code:	First Offer - \$7.80	50000 / square foot	\$390,000.00		Y
12352-403-01-03	BASE BID: Color concrete sidewalk - 6 in	Supplier Product Code:	First Offer - \$8.00	300 / square foot	\$2,400.00		Y
12352-403-01-04	BASE BID: Concrete sidewalk - 8 in.	Supplier Product Code:	First Offer - \$9.50	200 / square foot	\$1,900.00		Y
12352-403-01-05	BASE BID: Curb - Type A	Supplier Product Code:	First Offer - \$20.00	100 / linear foot	\$2,000.00		Y
12352-403-01-06	BASE BID: Curb - Type D	Supplier Product Code:	First Offer - \$30.00	500 / linear foot	\$15,000.00		Y
12352-403-01-07	BASE BID: Curb - Type F	Supplier Product Code:	First Offer - \$32.00	500 / linear foot	\$16,000.00		Y
12352-403-01-08	BASE BID: Valley gutter	Supplier Product Code:	First Offer - \$25.00	500 / linear foot	\$12,500.00		Y
12352-403-01-09	BASE BID: Curb (Drop Curb)	Supplier Product Code:	First Offer - \$18.00	500 / linear foot	\$9,000.00		Y
12352-403-01-10	BASE BID: Curb with sidewalk - 16 in.	Supplier Product Code:	First Offer - \$60.00	50 / linear foot	\$3,000.00		Y
12352-403-01-11	BASE BID: Header curb	Supplier Product Code:	First Offer - \$18.00	500 / linear foot	\$9,000.00		Y

12352-403--01-12	BASE BID: Wheel stops	Supplier Product Code:	First Offer - \$150.00	10 / each	\$1,500.00	Y
12352-403--01-13	BASE BID: ADA ramps	Supplier Product Code:	First Offer - \$800.00	150 / each	\$120,000.00	Y
12352-403--01-14	BASE BID: Storm drain slab (New cover)	Supplier Product Code:	First Offer - \$1,000.00	20 / each	\$20,000.00	Y
12352-403--01-15	BASE BID: Storm drain slab (Existing cover)	Supplier Product Code:	First Offer - \$1,200.00	20 / each	\$24,000.00	Y
12352-403--01-16	BASE BID: Tree roots	Supplier Product Code:	First Offer - \$140.00	250 / each	\$35,000.00	Y
12352-403--01-17	BASE BID: Water meter box	Supplier Product Code:	First Offer - \$80.00	500 / each	\$40,000.00	Y
12352-403--01-18	BASE BID: Paver bricks 3- 1/8 in	Supplier Product Code:	First Offer - \$11.00	750 / square foot	\$8,250.00	Y
12352-403--01-19	BASE BID: Paver bricks - 2-3/8 in	Supplier Product Code:	First Offer - \$11.00	750 / square foot	\$8,250.00	Y
12352-403--01-20	BASE BID: Clay bricks	Supplier Product Code:	First Offer - \$10.00	200 / square foot	\$2,000.00	Y
12352-403--01-21	BASE BID: Paver bricks (Existing)	Supplier Product Code:	First Offer - \$13.00	1500 / square foot	\$19,500.00	Y
12352-403--01-22	BASE BID: Clay bricks	Supplier Product Code:	First Offer - \$8.50	200 / square foot	\$1,700.00	Y
12352-403--01-23	BASE BID: Limerock - 4 in	Supplier Product Code:	First Offer - \$14.00	200 / square yard	\$2,800.00	Y
12352-403--01-24	BASE BID: Limerock - 6 in	Supplier Product Code:	First Offer - \$16.00	300 / square yard	\$4,800.00	Y
12352-403--01-25	BASE BID: Limerock - 8 in	Supplier Product Code:	First Offer - \$20.00	200 / square yard	\$4,000.00	Y
12352-403--01-26	BASE BID: Limerock - 12 in	Supplier Product Code:	First Offer - \$22.00	200 / square yard	\$4,400.00	Y

12352-403-01-27	BASE BID: Paving - 1 in	Supplier Product Code:	First Offer - \$30.00	300 / square yard	\$9,000.00	Y
12352-403-01-28	BASE BID: Paving - 1 - 1/2	Supplier Product Code:	First Offer - \$30.00	300 / square yard	\$9,000.00	Y
12352-403-01-29	BASE BID: Paving (SP or FC 9.5)	Supplier Product Code:	First Offer - \$30.00	100 / square yard	\$3,000.00	Y
12352-403-01-30	BASE BID: Paving (colored asphalt)	Supplier Product Code:	First Offer - \$125.00	100 / square yard	\$12,500.00	Y
12352-403-01-31	BASE BID: Tack Coat	Supplier Product Code:	First Offer - \$25.00	100 / gallon	\$2,500.00	Y
12352-403-01-32	BASE BID: Prime Coat	Supplier Product Code:	First Offer - \$30.00	100 / gallon	\$3,000.00	Y
12352-403-01-33	BASE BID: Pavement marking and signage - 6 in.double yellow	Supplier Product Code:	First Offer - \$6.00	200 / linear foot	\$1,200.00	Y
12352-403-01-34	BASE BID: Pavement marking and signage (6- inch single yellow)	Supplier Product Code:	First Offer - \$4.00	200 / linear foot	\$800.00	Y
12352-403-01-35	BASE BID: Pavement marking and signage (6- inch single white)	Supplier Product Code:	First Offer - \$4.00	200 / linear foot	\$800.00	Y
12352-403-01-36	BASE BID: Pavement marking and signage (8- inch single white)	Supplier Product Code:	First Offer - \$8.00	200 / linear foot	\$1,600.00	Y
12352-403-01-37	BASE BID: Pavement marking and signage (12- inch single white)	Supplier Product Code:	First Offer - \$10.00	100 / linear foot	\$1,000.00	Y

12352-403--01-38	BASE BID: Pavement marking and signage (18- inch single white)	Supplier Product Code:	First Offer - \$12.00	100 / linear foot	\$1,200.00	Y
12352-403--01-39	BASE BID: Pavement marking and signage (24- inch white)	Supplier Product Code:	First Offer - \$14.00	100 / linear foot	\$1,400.00	Y
12352-403--01-40	BASE BID: Pavement marking and signage (handicapped stalls)	Supplier Product Code:	First Offer - \$450.00	10 / each	\$4,500.00	Y
12352-403--01-41	BASE BID: Pavement marking and signage (Symbols)	Supplier Product Code:	First Offer - \$450.00	10 / each	\$4,500.00	Y
12352-403--01-42	BASE BID: Pavement marking and signage (RPMs)	Supplier Product Code:	First Offer - \$20.00	50 / each	\$1,000.00	Y
12352-403--01-43	BASE BID: Tree grate	Supplier Product Code:	First Offer - \$1,600.00	10 / each	\$16,000.00	Y
12352-403--01-44	BASE BID: Root barrier (12-inch)	Supplier Product Code:	First Offer - \$30.00	800 / linear foot	\$24,000.00	Y
12352-403--01-45	BASE BID: Root barrier (24-inch)	Supplier Product Code:	First Offer - \$30.00	200 / linear foot	\$6,000.00	Y
12352-403--01-46	BASE BID: Concrete grinding	Supplier Product Code:	First Offer - \$400.00	20 / each	\$8,000.00	Y
12352-403--01-47	BASE BID: Signs - New	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y
12352-403--01-48	BASE BID: Signs (Existing)	Supplier Product Code:	First Offer - \$250.00	20 / each	\$5,000.00	Y
12352-403--01-49	BASE BID: Utility Adjustment - Valve Box	Supplier Product Code:	First Offer - \$250.00	10 / each	\$2,500.00	Y

12352-403--01-50	BASE BID: Utility adjustment (Clean-out)	Supplier Product Code:	First Offer - \$500.00	10 / each	\$5,000.00	Y
12352-403--01-51	BASE BID: Utility adjustment (Inlet)	Supplier Product Code:	First Offer - \$1,200.00	5 / each	\$6,000.00	Y
12352-403--01-52	BASE BID: Utility adjustment (Manhole)	Supplier Product Code:	First Offer - \$1,200.00	5 / each	\$6,000.00	Y
12352-403--01-53	BASE BID: Pressure clean (Pavers)	Supplier Product Code:	First Offer - \$5.00	200 / square foot	\$1,000.00	Y
12352-403--01-54	BASE BID: Pressure Clean - Concrete	Supplier Product Code:	First Offer - \$5.00	200 / square foot	\$1,000.00	Y
12352-403--01-55	BASE BID: Tree grate	Supplier Product Code:	First Offer - \$1,600.00	5 / each	\$8,000.00	Y
12352-403--01-56	BASE BID: Sod (Bahia)	Supplier Product Code:	First Offer - \$12.00	1000 / square yard	\$12,000.00	Y
12352-403--01-57	BASE BID: Sod (St. Augustine)	Supplier Product Code:	First Offer - \$12.00	1500 / square yard	\$18,000.00	Y
12352-403--01-58	BASE BID: Removal and Disposal of Asphalt (2 inches)	Supplier Product Code:	First Offer - \$30.00	50 / square yard	\$1,500.00	Y
12352-403--01-59	BASE BID: Removal and Disposal of Asphalt (1 inch)	Supplier Product Code:	First Offer - \$30.00	50 / square yard	\$1,500.00	Y
Bid Allowance			\$7,000.00			
Lot Total					\$971,000.00	
Supplier Total					\$971,000.00	

Team Contracting, Inc.

Item: **BASE BID:Mobilization**

Attachments

Bid Bond.pdf

CITB_Specific_References_Form.pdf

E-Verify_Affirmation_Statement_8151508.htm.pdf

Team Contracting License.pdf

Sample Insurance Certificate.pdf

This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05

Surety Name: Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

Bond Number: 0230181

Contractor Name: Team Contracting, Inc.
13911 SW 42 Street Suite #209
Miami, FL 33175

Owner Name: City of Fort Lauderdale
100 N Andrews Avenue
Fort Lauderdale, FL 33301

Project Number: 12352-403

Project Description: Annual Concrete and Paver Stones

Project Address: City of Fort Lauderdale, Florida

Legal Description of Property: Annual Concrete and Paver Stones

This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.

REPLACEMENT BOND

SURETY BOND
IN COMPLIANCE WITH AND INCORPORATING THE PROVISIONS OF SECTION 255.05, FLORIDA
STATUTES.

THIS IS A SURETY BOND given by Team Contracting, Inc. the "Contractor" as principal, referred to in this Bond as "Contractor" and Berkley Insurance Company as "Surety," and they represent by this instrument that they are bound to the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City"), in the sum of \$1,800,000.00 One Million Eight Hundred Thousand Dollars and No Cents for the payment of which, to be made to the City of Fort Lauderdale, Florida, they jointly and severally, bind themselves and each of their heirs, executors, administrators, successors and assigns.

Owner Name:	CITY OF FORT LAUDERDALE a municipal corporation of the State of Florida
Owner Address and Telephone:	City Hall, Public Works Department 100 N. Andrews Avenue Fort Lauderdale, Florida 33301 (954) 828-5772
Bond No.:	0230181
Contractor Name, Address, Telephone:	Team Contracting, Inc. 13911 SW 42 Street Suite No. 209 Miami FL 33175
Surety Company, Address, Telephone	Berkley Insurance Company 475 Steamboat Road Greenwich, CT 06830 203-542-3800
City Project No./Bid No.:	NO. 12352-403
Name of Project:	Annual Concrete and Paver Stones
Project Location:	City of Fort Lauderdale, Florida 33301
Legal Description and Street Address	Legal Descriptions and Street Addresses within the boundary line of the City of Fort Lauderdale, Broward County, Florida
Description of Work	This project is located Citywide, in the City of Fort Lauderdale. This is an annual contract without fixed volume of work. Work will be dependent upon the desire of the City to perform work on a task order basis. Work in the first year will include, but is not limited to, installation of 6-inches thick concrete sidewalk, various curbs, brick pavers, limerock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking, ADA concrete ramps, removal of asphalt, tree root pruning and other items quantified in the proposal pages of this contract..

"Contractor" is bound by an instrument in writing dated the 1st day of April, 2020, by which Contractor has contracted with the City of Fort Lauderdale, Florida, to furnish labor, tools, and materials for the Project referenced and described above, together with all work incidental thereto, as fully set out in the plans, specifications and details on file in the Office of the City Engineer of the City.

Notice required by Section 255.05(6), Florida Statutes: "This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes."

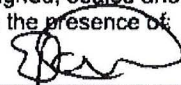
The condition of the above obligation is such that if the above bound "Contractor," or its successor or assigns shall in good faith and in good, sufficient, substantial and workmanlike manner, perform the work and comply with the conditions of the contract, including payment of penalties, in strict accordance with the terms and provisions stipulated in it and shall indemnify and hold harmless the City against and for payments of any and all damages that may happen to persons or property by reason of excavations, embankments, obstructions and all other work in streets, alleys or places in connection with the work, or arising out of any act, neglect or omission of the "Contractor" or its agents, servants, or employees with relation to the work, and shall indemnify and hold harmless the City against and from all suits and acts of every nature and description arising out of any claims by patentees of any process connected with the work agreed to be performed under the contract, or of any materials used upon the work, and pay all costs accruing if the contract is cancelled and a new contract for finishing the work is let, and all other expenses lawfully chargeable to the "Contractor," then this agreement shall be null and void; otherwise it is to remain in full force and effect, but it is expressly provided, understood and agreed that if the "Contractor" or its subcontractors fail to duly and promptly pay for any labor, material, or other supplies used by "Contractor" or any of its subcontractors in the performance of the work to be done, or the Contractor defaults in its Contract with the City, the "Surety" will promptly pay to all claimants, as defined in Section 255.05(1), Florida Statutes, the same in an amount not exceeding the sum specified in this bond, together with interest at the rate of fifteen percent (15%) per annum, and the Surety hereby stipulates and agrees that no change, extension, reduction, alteration or addition to the terms of the contract or the plans, details and specifications shall in any way affect the obligations of this bond.

Whenever Contractor shall be, and is declared by the City to be in default under the contract, the City may proceed to cancel the contract and award a new contract for finishing the work or order the Surety to promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with the original contract terms and conditions. Upon the determination by the City of the lowest responsible bidder, the Surety shall complete all work and pay the full cost of completion, less previous payments.

This Bond is effective for one (1) year after completion and acceptance of the work, with liability equal to twenty-five percent (25%) of the contract price, and is so conditioned that the "Contractor" will, at its own expense, correct any defective or faulty work or material which appears within one (1) year after completion of the work and final payment, upon notification by the City.

IN WITNESS WHEREOF, the above "Contractor" has signed this Agreement, and the "Surety" has caused this Agreement to be signed in its name by its Attorney-in-Fact, and its corporate seal affixed, this 1st day of April, 2020.

Signed, sealed and delivered
in the presence of:


(Witness) Signature

Elaine Quesada
(Witness) Print Name

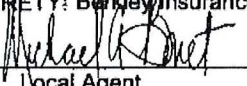

(Witness) Signature

Mercedes Torres
(Witness) Print Name

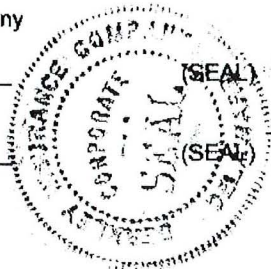
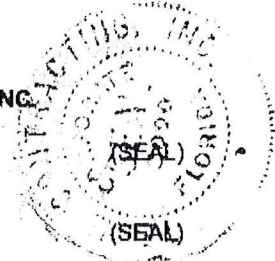
CONTRACTOR: TEAM CONTRACTING, INC.


Daniel Gell - Vice President
Print Name and Title

SURETY: Berkley Insurance Company


Local Agent

Michael A. Bonet, Attorney-In-Fact
Print Name and Title



No. BI-10071b

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Roy V. Fabry or Michael A. Bonet of RSC Insurance Brokerage, Inc. of Miami, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of April, 2018.

Attest:
(Seal) By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of April, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): E-MAIL ADDRESS: certificates@kahn-carlin.com	
INSURED Team Contracting, Inc. 13911 SW 42nd Street, Ste 209 Miami FL 33175		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Co NAIC # 10178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL205125957

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	Y	GL100045998-02	5/12/2020	5/12/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ XCU Included						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	X	Y	CA100012504-04	5/12/2020	5/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			UMB100024464-03	5/12/2020	5/12/2021	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	001-WC20A-77360	5/12/2020	5/12/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number: 12517 Project Description: Annual Concrete and Paver Stones

The City of Fort Lauderdale is additional insured as respects to General Liability and Auto Liability when required by written contract. Waiver of Subrogation is granted in favor of the additional insureds with respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Lauderdale c/o Project Manager 100 N. Andrews Ave. Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Christian/GENFLO <i>M B Christian</i>

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MEMORANDUM

DATE: 5/28/2020
TO: James Kelly
FROM: Teresa Wright
SUBJECT: 12352-403/ Annual Concrete and Paver Stones

Please review the attachments listed below in connection with the referenced contract:

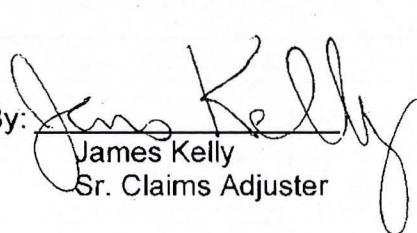
☒ Insurance certificate

☒ Surety Bond

SURETY BOND REQUIREMENT \$ 1,800,000.00

If the City's requirements are met, please sign below and return. Thank you.

By:


James Kelly
Sr. Claims Adjuster

Date:

5/29/2020

c: Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): E-MAIL ADDRESS: certificates@kahn-carlin.com	
INSURED Team Contracting, Inc. 13911 SW 42nd Street, Ste 209 Miami FL 33175		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Co NAIC # 10178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1951013908

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		GL00189484	5/12/2019	5/12/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		CA100012504-03	5/12/2019	5/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB100024464-02	5/12/2019	5/12/2020	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	001-WC19A-77360	5/12/2019	5/12/2020	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Number:12134 Project Description: Annual Concrete and Paver Stones Bid 263-11642 *SEE NOTES*

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale c/o Project Manager 100 N Andrews Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Christian/GENFLO <i>M B Christian</i>
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COMMENTS/REMARKS

The Certificate Holder is Additional Insured with respects to General Liability, including competed operations per form attached. Waiver of Subrogation is granted in favor of the additional insured with respects to General Liability and Auto Liability.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AYAN, RODOLFO LORENZO

TEAM CONTRACTING INC
13911 SW 42ND STREET SUITE 209
MIAMI FL 33175

LICENSE NUMBER: CGC061511

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)

PRIME CONTRACTOR IDENTIFICATION FORM

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form must be completed and returned with your bid package.

Name of Firm: **Team Contracting**

Address of Firm: **13911 SW 42nd Street, Suite 209**

Telephone Number: **3052079799**

Name of Person Completing Form: **Daniel Gell**

Title: **Vice President**

Signature: **Daniel Gell**

Date: **01/20/2020**

City Project Number: **12517**

City Project Description: **Bid #12352-403 - Annual Concrete and Paver Stones**

Please check the item(s) which properly identify the status of your firm:

- ☐ Our firm is not a MBE or WBE.
- ☒ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.
- ☐ American Indian ☐ Asian ☐ Black ☒ Hispanic
- ☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.
- ☐ American Indian ☐ Asian ☐ Black ☐ Hispanic



13911 SW 42nd Street, Suite 209
Miami, FL 33175
Phone 305-207-9799 Fax 305-207-9790

PROPOSAL

Proposal # 617
DATE: May 12, 2021

To:
Mr. Jose Custodio
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
P: 305-455-7275
E: Jcustodio@bayharborislands-fl.gov

For:
Concrete Repairs – 1165 95th Street

DESCRIPTION	AMOUNT												
We propose to furnish all labor, equipment and materials to install the following as per site visit with Mr. Jose Custodio held on 05/12/21 and as per unit line item prices in accordance with Contract # 12352-403, City of Fort Lauderdale:													
Mobilization 5 ea. x \$550.00 per mobilization	\$ 2,750.00												
Concrete Sidewalk – 6” 750 s/f x \$7.80 per s/f	5,850.00												
Concrete Sidewalk – 8” 550 s/f x \$9.50 per s/f	5,225.00												
Curb – Type F 70 l/f x \$30.00 per l/f	2,100.00												
Valley Gutter 25 l/f x \$25.00 per l/f	625.00												
Pavement Marking – 6” single yellow 65 l/f x \$4.00 per l/f	260.00												
Removal and Disposal of Asphalt (2”) 60 s/y x \$30.00 per s/y	1,800.00												
Note Included: <table><tr><td>Permit Processing</td><td>New Utility Boxes</td><td>Sign Relocation</td></tr><tr><td>Permit Fees</td><td>New Valves</td><td>Removal of Steel Plate</td></tr><tr><td>Testing</td><td>Thermoplastic Striping</td><td>Any other work not described above</td></tr><tr><td>Relocation of Utilities</td><td>Design</td><td></td></tr></table>	Permit Processing	New Utility Boxes	Sign Relocation	Permit Fees	New Valves	Removal of Steel Plate	Testing	Thermoplastic Striping	Any other work not described above	Relocation of Utilities	Design		
Permit Processing	New Utility Boxes	Sign Relocation											
Permit Fees	New Valves	Removal of Steel Plate											
Testing	Thermoplastic Striping	Any other work not described above											
Relocation of Utilities	Design												
	TOTAL												
FINAL MEASUREMENTS AND COUNTS TO BE DETERMINED ON FIELD UPON COMPLETION OF THE JOB	\$ 18,610.00												

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 14.

ITEM: Consideration and Approval to piggyback off the Town of Palmetto Bay contract with CentralSquare Technologies, LLC in the amount of \$201,180 for the software upgrade to the Business Tax Receipt, Code Compliance and Building Permits Programs, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed Service Agreement would provide a subscription to access and use the CentralSquare Technologies Software. The Community Development software platform provides support services, infrastructure, data back up and configuring information..

The software will provide services to the following Departments:

- * Building / Permitting
- * Code Compliance
- * Town Clerk's Office (Business Tax Receipts & Lien Search Module)

Staff from the referenced departments have had an opportunity to review the software and have determined that the software upgrades will provide the most up to date innovative technology for residents and staff.

Pursuant to Section 2-1.2(6) of the Town Code - Contracts which utilize a bid or proposal which has been secured by another governmental entity- can be utilized for the piggyback purchase.

The Town will piggyback off of the Town of Palmetto Bay RFP Contract 1920-10-014 with CentralSquare Technologies.

Staff recommends CentralSquare Technologies, LLC for the software solution for Code Compliance, Building and Town Clerk's Department. The expenditure associated with implementing the software will be budgeted via the budget amendment and funds from the American Rescue Covid-19 Relief Plan.

Enclosed is a copy of proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The expenditures associated to implement the software are being requested as part of the Budget Amendment No. 2. and funds received as part of the America Rescue COVID-19 Relief Plan.

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. Bay Harbor Islands, FL - CD - BAFO for June ONLY
2. 2021 Bay Harbor Islands FL CentralSquare Solutions Agreement (Comm Dev) v.1
3. 2021-0302 Palmetto Bay CentralSquare Solutions Agreement (ComDev) FINAL CEAN

Quote #: Q-40170**Quote expires on:** June 02, 2021**Quote prepared for:**

Eliezer Palacio

Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

(305) 866-6242

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Community Development: Advanced Annual Subscription Fee SaaS	15	2,000.00	30,000.00
Software Total			30,000.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Community Development: Advanced SaaS Subscription Contract Startup Fee	10,000.00
Public Administration GIS Services - As Incurred	15,300.00
Public Administration Data Conversion Services - As Incurred	35,640.00
Public Administration Consulting Services - As Incurred	56,160.00
Public Administration Development Services - As Incurred	6,480.00
Public Administration Project Management Services - As Incurred	25,380.00
Public Administration Training Services - As Incurred	21,780.00
Public Administration Project Management Services - Custom Report Writing (10 Reports) - As Incurred	1,440.00
Public Administration Development Services - Custom Report Writing (10 Reports) - As Incurred	9,000.00
Services Subtotal	181,180.00 USD
Discount	- 10,000.00 USD
Services Total	171,180.00 USD

QUOTE SUMMARY

Software Subtotal	30,000.00 USD
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Services Subtotal	181,180.00 USD
-------------------	----------------

Quote Subtotal	211,180.00 USD
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Discount	- 10,000.00 USD
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Quote Total	201,180.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

FIRST YEAR SUBSCRIPTION TOTAL**30,000.00**

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Bay Harbor Islands, Florida** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Bay Harbor Islands, FL
1000 Business Center Dr. Lake Mary, FL 32746	[INSERT CUSTOMER ADDRESS] [ADDRESS LINE 2]
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: Community Development**

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

Confidential and Proprietary Information

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996,

"Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.2. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.3. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:

- 5.4.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
- 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.6.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare ;
- 5.6.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
- 5.6.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
- 5.6.6. any relocation of the Solution other than by CentralSquare personnel;
- 5.6.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
- 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.8. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare

Confidential and Proprietary Information

may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall

promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

- 8.2. **Contributed Material.** In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare , CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality. Confidential Information.** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not th subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

- 9.1. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

- 9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

10. Security.

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy,

confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE**

WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
 1000 Business Center Dr.
 Lake Mary, FL 32746
 Phone: 407-304-3235 email: info@CentralSquare.com
 Attention: Senior Counsel / Contracts Department

If to Customer: **Bay Harbor Islands, FL**
 [INSERT CUSTOMER ADDRESS]
 [ADDRESS LINE 2]
 Phone: *customer to supply email: *customer to supply
 Attention: *customer to supply POC

- 14. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Centralsquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors,

Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

- 15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

- 19.7. **Arbitration.** The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.
- 19.8. **Arbitration Procedure.** The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.
20. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 28. Order of Precedence.**
- 28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 28.1.1. The main body of this Agreement and any associated amendments or change orders.
- 28.1.2. The attached Exhibits to this Agreement.
- 28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 28.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Project Cost Summary
- Exhibit 2 - Maintenance & Support Standards
- Exhibit 3 – Travel Expense Guidelines
- Exhibit 4 – Insurance Requirements
- Exhibit 5 – Scope of Work

PAYMENT TERMS:

ONE TIME FEES

- a. Start-Up Fees (\$10,000) are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are Fixed Fees and shall be due 100% on the Execution Date.

RECURRING FEES

- c. The Annual Subscription Fee is due 100% on the Execution Date for Year One, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Subscription Fee is subject to an annual increase in the amount of 5% per annum.

ANCILLARY FEES

- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- f. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be

applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. Incident Response.

Incidents are defined as interruptions to existing service and can range in priority from urgent

to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery**. CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions**. CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution**. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests**. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments**. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare . It will reside at Customer's location but is, and shall remain the property of CentralSquare .
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare . Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Work

Implementation Statement of Work

Project: Bay Harbor Islands, FL – Community Development (Q-40170)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

- **Project Start Date**

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in Appendix A of this SOW.

- **Services Scope**

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and, customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

Consulting Services: Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

Technical Services: Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. **Project Status and Issues/Risks Reporting:** In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

CentralSquare:

Escalation to CentralSquare management is as follows:

Name and Role	Phone	Email
Melissa Cogan, Manager Professional Services	616-325-5737	Melissa.Cogan@CentralSquare.com
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	Michael.DiOrio@CentralSquare.com
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@CentralSquare.com
Mike Poth, VP Professional Services	703-328-0979	Mike.Poth@CentralSquare.com

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services: CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

Training Services

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

APPENDIX A: Application Deployment Strategies

PRODUCT: COMMUNITY DEVELOPMENT

Analysis:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Business Process Review	Onsite meetings with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
Workbook Introduction	The consultant will be onsite to introduce and walk through the workbooks which will be used to capture the existing state of the client's applicable Community Development modules.
Data Migration Mapping	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

Monitor & Control:

During this phase, the consultant has become familiar with your configuration requirements, processes and current workflows. With this knowledge, we will deliver your configured system and converted legacy data into your new pre-production environment. Next, our consultant will provide guidance as you begin iterative testing that will continue throughout the remainder of the implementation. Also, our data conversion team guides you through testing your converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
The Work-Booking Process	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
System Configuration	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
Python Scripting and Geo Database Delivery	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the client's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the client's testing database.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

<i>Modules included</i>	<i>Definition of Module</i>
Property Data & Ownership Management	Land Management is at the heart of our system, providing comprehensive land data obtained from the assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through Land Management. Combined with industry-leading GIS technology, users receive the power of database technology with digital maps and aerial photos to provide a graphical view of the land record. This allows the

agency to be proficient in performing spatial analysis (i.e., recognizing areas with several code violations, expiring permits, different zoning criteria) by obtaining the reporting information graphically on the map.

CAPABILITIES INCLUDE:

- View any related County Assessor data
- View related records associated with a parcel
- View GIS details with a single click
- See all subdivisions, land splits, annexations, and site mergers
- View owner details
- Create a permit, project, case or license on a land record
- Control parcels, buildings, addresses, and street segments
- Add a warning or lock down a land record
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Print owner merge letters and notifications
- Execute dynamic queries
- Keep historical records

*Geographical
Information System
Mapping*

State-of-the-art ESRI GIS Integration allows all development activities such as permits, projects, land management, code enforcement, licensing, and inspections to be managed directly from the parcel fabric. Central Square Community Development leverages your agency's ESRI GIS to enable users to visually search the map for development activity and display results in reports. GIS Integration offers enhanced user controls, allowing users to view related records associated with the parcel, create permits, and code cases directly from the map, and even run a query to illustrate search results.

This allows the agency to become more efficient in recognizing areas with several code violations, expiring permits, or different zoning criteria. Rather than running different reports, this information can be graphically represented on the map.

CAPABILITIES INCLUDE:

- Contractors can pay fees for associated permits
- See all subdivisions, land splits, annexations, and site mergers
- Control parcels, buildings, addresses, and street segments
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Create and save spatial bookmarks
- Use multiple internal and public map services
- Use measurement and drawing tools
- Run radius notifications and print owner letters
- Use Network Analyst for routing and directions
- Execute dynamic queries and perform spatial analysis
- Select multiple parcels to combine into a project, permit, or case

Planning & Zoning

- Search or create a permit, project, case, or complaint from the map
- Use common Microsoft Bing maps and Google Street View features

Planning & Zoning manages the workflow for all types of projects, from application to review and approval. The system records all assigned actions and any conditions of approval for future evaluation. Attachment capability allows users to scan plans with mark-ups and link them as part of a project's history.

A time clock function automatically schedules critical points along a project's timeline. This ensures all reviewers stay on target. User-definable screens allow administrators to easily create additional screen templates to track and record unique information.

CAPABILITIES INCLUDE:

- Track phone calls, emails, or letters
- Track reviews in timesheet
- Project review cycles and notes
- Attach different iterations of plans with mark-ups
- Inspection tracking
- Contact management
- Conditions for approval maintained on project
- Detailed reports for fee information, project tree, and more
- Event scheduler for meeting dates, e. g., Planning Commission
- Automatic assignment of reviews
- Unique fee schedule for each application type
- Track engineering and public works projects
- Direct interface to GIS for project management
- Issue multiple permits from a single project
- Create annexations and subdivisions

Permitting & Inspections

Streamline your agency's permitting process by tracking the unique workflows for all types of permits. The Permitting module captures everything your users need, from contact management, related permits, plan review tracking, inspector scheduling, and financial details.

Permits tracked in this module are customized according to your agency's workflow requirements, including permit type, status queues, valuation details, review types, action types, customizable screens, inspection requirements, and fee schedules. Your agency can incorporate unique procedures to ensure timelines are met efficiently, reports are executed properly, and managers are alerted when necessary.

CAPABILITIES INCLUDE:

- Unique workflow for each permit type
- Schedule inspectors by region, permit type, or inspection type
- Review related cases, projects, sites, or permits
- Compare multiple permits side by side
- Manage permit reviews and conditions
- Unlimited user-defined search options
- Warning flags for outdated contractor licenses
- Copy/duplicate information from another permit

- Require previous inspections
- Create unique job valuations
- User-defined standard comments
- Incorporate unique fee schedules
- Issue permit forms and Certificates of Occupancy
- Use inspection checklists
- Generate public Twitter notifications of permit activity

Code Compliance

Code Compliance provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through resolution of the incident. When a complaint or violation is entered on a property, Code users have the option to lock down the parcel record and place a flag on all records associated with the property.

Users can maintain contact information and attach images and documents to each issue. Administrators can create user-defined screens to track and record information unique to your agency. This data can be merged into reports, forms, and other documents.

CAPABILITIES INCLUDE:

- Create cases from GIS map
- Lock down parcel when certain case types are created
- Track all activity dates
- Follow multiple violations on a code case
- Incorporate all code text into TRAKIT for easy reference
- Attach photos and letters to records
- Email notifications
- Link to different records
- Create Case Details report
- Repeat important dates
- Protect all information from non-officer staff
- Track all phone calls, emails, or letters
- Capture unique information on user-defined screens
- Identify addresses using Google street view
- Generate notice of violations and warning letters

Business & Regulatory Licensing

Licensing issues and tracks a variety of license types, including animal, business, and facilities. Your agency can tailor several fields to your needs, including license types, classification codes, ownership types, and more. At a glance, users can quickly review all information pertinent to a specific record.

The system maintains insurance details to track workers' compensation, liability insurance, and state business licensing information. Automatic batch processes can send out renewal notices before due dates, and the system processes renewal fees. Reports can display the number of unresolved licenses and show any fees collected.

CAPABILITIES INCLUDE:

- Maintain all contact information associated with a license
- Allow for online management for citizens
- Custom-tailored fields and screens

- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View records related to a license, e.g., permit
- Attach documents and photos
- Track all insurance and registration information
- Check off educational courses completed
- Unique licensing requirements and workflows

*Directory for Architects,
Engineers & Contractors*

AEC Entity provides instant access to all information associated with people who frequently have business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors to name a few. Common information associated with these contacts can be viewed quickly from a single screen.

You can access license and insurance information, associated contacts, and related records from AEC Entity. Simply look up the professional or business to associate them as a contact in another module. As a result of AEC's directory integration, users will be prompted prior to adding contacts if there is a warning flag or any outdated insurance information.

CAPABILITIES INCLUDE:

- Contractors can pay fees for associated permits
- All insurance carrier information can be inserted
- Warning flags prompt users about expired information
- Preview all associated records with the contact
- Chronologically track any communication with contractors
- Maintain license information
- Link to business license information
- Track multiple insurance carriers
- Attach photos and proof of insurance to records
- Internet link provided for state licensing information
- Send emails or text message to individuals
- Add new permits and projects from the AEC record
- Restrict information from certain users

*Customer Relations
Management*

The CRM module provides the tools you need to quickly capture and manage citizen issues. Users can effectively monitor, and track issues received through the phone or internet. The system logs opened and closed issues as well as their exact location. Users can also link recurring issues and complainants to ensure issues are handled in an appropriate manner.

Workflow activity tracking is designed with built-in processing and features to help users resolve various issues presented by their citizens. Administrators can customize workflows according to pre-existing or new processes. Users can identify the exact location of an incident by using the GIS map.

CAPABILITIES INCLUDE:

- Route issues for response
- Filter search results
- Link issues to existing cases or permits
- Capture complainant details
- Use GIS map for pin-pointing exact location
- Audit log to ensure staff accountability
- Transfer workflows into other applications within the agency
- Built-in workflow functionality
- Auto-send emails or letters
- Create a code enforcement case from a reported incident
- Run reports to determine response times
- Track all details associated with the work order
- View entire history of the location
- Route workflows to different departments

*Online Portal for
Contractors & Residents*

eTRAKiT is a public facing portal that provides access to permit, project, license, code, land and inspection information. Citizens can request inspections, pay fees, upload plans apply for permits and much more through eTRAKiT.

eTRAKiT offers different profile permissions including anonymous searching as well as restricted access to additional details based on the user's role. Contractors have additional functions that enable them to request inspections for their projects. Additionally, if your jurisdiction uses outside plan review agencies or inspectors, eTRAKiT enables them to use back office functions through the portal such as entering results or uploading files.

FEATURES

- Apply for permits, projects and licenses online
- Schedule inspections and review online
- Update license information and pay renewal fees
- Upload application details and submit plans online
- Access to records based on user permissions and profile
- Map-based parcel and address search based on jurisdictions GIS.
- Configure your online portal to match your municipal website
- Outside agencies including plan reviewers and external inspectors can enter data online in an Agency Center
- Contractors have access to record details specific to their role with a historical view of their accounts
- Online payment plugins for variety of payment providers including
 1. Authorize.Net
 2. CardConnect
 3. CardKnox
 4. CSJ (JetPay)
 5. Elavon (Converge)
 6. PayFlowLink (PayPal)
 7. Paymentus
 8. USA ePay
 9. CentralSquare Payments

Mobiles Inspectors and officers can carry information about permits, code enforcement cases, and related inspections on their iPad, Android or smartphone. Inspectors can modify the inspection status, enter inspection results and notes, schedule inspections, and more, all while in the field.

The Mobiles app allows remote users the flexibility to use CentralSquare from an iPad or Android device even without a constant wireless connection.

Mobile PDA allows access to the same details provided in the office, from smaller devices such as smartphones and tablets.

FEATURES

- Result scheduled inspections
- Use standard comments
- Modify, schedule, and route inspections
- View attachments
- View and update contact information
- View fee details
- To-do list of inspections for defined date range
- Add a warning or hold to a property
- View custom screens unique to each record type and add information
- Mapping location uses
- Microsoft Bing
- Find permits, projects, cases, or licenses through ad hoc search functionality
- Contractor access to request inspections
- Inspection checklists
- Play recorded messages
- Send notifications via email

Admin Skills Workshops

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
Subject Matter Expert Training	1	Hands-on, Instructor-led Training	System Admins, Client SMEs & Core Team Members	General Navigation, Overview of each module is included, review of client's testing strategy	Remote
Admin Training	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system and covers all	Remote

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
				areas of configuration with the system	
SSRS Report Builder Training	1	Hands-on, Instructor-led Training	Technical Staff with some SQL / SSRS experience required	Covers basic SQL statement development and using the Report Builder, as well as how to load completed reports into the system	Remote

CUSTOM REPORT DEVELOPMENT:

The Report Development team will work directly with the Client to identify reports to be created. The reports will be chosen by the client in conjunction with the number of hours available for this task. CentralSquare will scope the requested reports and assign hours to each. The Client will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.

DATA CONVERSION:

The data conversion process will start with mapping the client's legacy data from CitizenServe into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

<i>Modules To be Converted</i>	<i>Definition of Module</i>
Permitting	Legacy permit data currently in the local government agency's currently system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state and national building and construction regulations
Planning & Zoning	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning
Code Compliance	Legacy case data currently in the local government agency's currently system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
Business & Regulatory Licensing	Legacy business licenses data currently in the local government agency's currently system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
Land Parcel Management	The land parcel data commonly includes details of the ownership, precise location, dimensions and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy
Customer Relations Management	Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues or complaints

Entity Management The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Financial Batch Export	Queries system for payments and creates a file to be processed in a 3 rd party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL
Bluebeam	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
ESRI GIS - Standard	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
Online Payment Gateway <see Note ** a. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

** Client will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.

- a. Supported online Payment Providers
 - i. Authorized.Net
 - ii. USA ePay
 - iii. Elevon (Converge)
 - iv. PayFlowPro (PayPal)
 - v. Paymentus
 - vi. Cardknox
 - vii. CardConnect
 - viii. CSI (JetPay)
 - ix. CentralSquare Payments
- b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Testing:

Testing will assess your team's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

Major Task Description

Testing	The testing phase is an iterative process, conducted by the client, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

TRAINING:

Within Testing and Deployment, End-user training is completed.

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
End User Training	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

Other Training Events

Training Type	# of Classes	Training Type	Intended Audience	Topics	Location
Data Querying	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

Deployment:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task Description

Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.

Major Task Description

Execute Go Live	The Client transitions from their legacy system to the Community Development system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

GO LIVE (additional information):

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant; Supporting staff during go live event	2	Remote
CentralSquare Project Manager; Supporting project during go live event	As Needed	Remote

Definitions:

Key Deliverables	Description	Frequency	Owners
Project Management Plan	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
Communication Plan	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
Decision Workbook	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare Consultant
Monthly Status Report	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

Risk Register	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
Implementation Guide	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
Test Workbook	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
Go Live Plan	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
Services to Support/CSM Project Closeout Report	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

APPENDIX B: Sample RACI Chart

Responsible (Who is/will be doing this task?) Accountable (Who is the decision maker?) Consulted (Anyone/stakeholders that can talk about it.) Informed (Whose work depends on this task/needs to be kept up to date?)	Sales		Project Management		RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implementation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		AC	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff			I	I	R, A	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting			I	I	R, A			I	I	C	C	C	C	I	C	I			I	I		
Performing Issue Management			I	C	R, A		I	C	C	C	C	C	C	C	C	I	C		I	C	C	C
Performing Risk Management			I	C	R, A		I	C	C	C	C	C	C	C	C	I	C		C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management			I	C	R, A		I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management			I	C	R, A		I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live			I	C	R, A		I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C, R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Administrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I			I			A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I			I			R	C									I	C	C
Fix Issues and Retest				I			C			R	A	C									C	C
System Sign-Off				A			I			R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I			I		R													
Go-Live Readiness				A			I			R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R			C			C	C								I	C	C	C
Pre-Launch Testing							I			R	C											
Go-Live + Communication			I	C	R		C			C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM			I	I	R, A		I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items					R, A					R	R	R	R		R							
Performing Post Go-Live Issue Resolution					R, A					R	R	R	R		R		R					
Conducting Closeout Meeting with Customer					R, A														I	C	C	C
Performing Contract Reconciliation					R, A				I													
Completing Lessons Learned			I	C	R, A	I	C	I	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder					R, A																	
Performing Management Review			C	R, A																		
Closing Project in OpenAir					R, A																	
Completing Project Closeout Checklist					R, A																	

APPENDIX C: General GIS Requirements

Introduction

Community Development includes a property record application where users can look up current parcel activity and information related to the parcel. The GIS Module is at the heart of the system and provides comprehensive land data obtained from either the assessor's office or the client's GIS data to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, code enforcement case, or license record directly through GIS Module.

The GIS integration requires map services to be provided and maintained by the client, and our Land Management Update Routine (LTUR) performs a one-way update process pushing updates to the Community Development data daily/weekly/monthly outside of business hours.

GIS Data Requirements

All GIS feature classes, also referred to as layers, must have correct geometry in an Esri-recognized local projection. The client is responsible for providing and maintaining GIS data in a consistent format, including the feature class name, location, field schema, projection, etc. Unique types of features, such as parcels, must be provided and maintained in single feature classes. For example, if the client's jurisdiction crosses two counties who provide street data, the client will need to combine both street data feature classes into a singular layer.

The Land Management Workbook, to be completed by the client, maps the field in the client's GIS data to the appropriate fields in the Community Development database enabling them to appear in the system. Data attribute requirements are limited; however, missing attributes will result in empty values for the associated attributes in the system. A limited number of user-defined fields are available in the system to enable the client to include attributes that are outside of the standard fields.

GeoTypes

GeoTypes are the core GIS features integrated into Community Development and include any of the following features:

- Parcels: required
- Address Points: recommended
- Streets: recommended
- Others can be discussed with the GIS Specialist during the initial consultation

A dedicated ID field (string data type) is required for each GeoType feature class except for parcels, which should use the Assessor's ID for that purpose. Each ID value must be unique across GeoTypes, and the ID and other critical fields are required to be present in the primary published map service. Condominiums may be represented with stacked parcels.

Boundary / Polygon Layers

Typical boundary layers include zoning, city limits, historical districts, flood zones, etc. A limited number of spatial joins can be configured by CentralSquare to add attributes from boundary data to the GeoTypes to enable full functionality. The most common example is joining the zoning layer to the parcel data.

ArcGIS Enterprise (Server) Requirements

Community Development requires map services to be published with Esri's ArcGIS Enterprise or ArcGIS Server. The ArcGIS instance does not need to be solely dedicated to this purpose but must meet the requirements below.

- ArcGIS Enterprise versions 10.3.1 to 10.8 (*check with CentralSquare on later version compliance*)
- Authentication/Security
 - The client must provide CentralSquare with login credentials for an ArcGIS Portal User
 - Web-tier authentication using Windows Authentication is not supported for cloud clients; however, on premise clients with version 18.2 HF09 or later may utilize this
 - SAML based Active Directory based Federation is not supported. However, Portal for ArcGIS can use built-in account
- If Community Development is to be hosted by CentralSquare, the client's map services must be available externally through the web. This typically requires the ArcGIS Web Adapter to reside in the client's DMZ.
 - CentralSquare will require built-in user's admin credentials for map rendering and source of data for Land Management Update Routine
 - SAML and Web-tier based authentication will not be supported. Development work in progress

ArcGIS Online

ArcGIS Online may be used to provide map services as an alternative to ArcGIS Server for the Standard GIS License only.

ArcGIS Map Service Requirements

The Community Development GIS integration relies on ArcGIS map services that are created and maintained by the client.

Map Service Rules and Requirements

- Community Development requires an Admin Portal user and password to consume REST URLs from a portal
- Map services must be available externally through the web for Cloud clients
- All map services must start with Layer (0) and run consecutively without gaps between layer numbers
- Additional service-specific requirements are outlined below

Required Map Services

The client is required to provide a minimum of three dedicated ArcGIS map services. Those and additional optional services are outlined below.

1. Feature Map Service

This map services provides the GIS data necessary to populate and maintain the data in the Community Development's Geo Tables in the cloud SQL database. This service must include all layers to be integrated with Community Development. Feature access must be enabled with Query/Data operations allowed, and all layers must be in same projection.

2. GeoType Map Service

The GeoType Map Service is used to provide access to ESRI feature class data in the management of the Community Development Software. Feature access must be enabled, and all layers must be in same projection.

3. Display Map Service

The Display Map Service provides an interactive view map in the application. The client should build this map service with the symbology, scaling, and layer order that will provide end users the best and most complete experience. This service requires a geometry service and a printing service

4. Optional Display Map Services

Other map services can be added to Community Development's Map Viewer to provide more mapping functionality to your users, in a view-only mode. This service requires a geometry service and a printing service.

Additional Details:

- Aerial Photos:
 - Must be a tiled, cached map service.
 - Image Services are not supported.
- Community Development's Map Viewer supports Street View and Bird's View with a valid Google map key. Clients will need to provide this key and add the Community Development URL as a valid referrer.
- Map services can be specific to departments within your organization, such as public works, utilities, recreation facilities, etc.
- Community Development's Map Viewer can support:
 - Routing services via Network Analysis Server
 - Geocoding services

APPENDIX E: Cloud Services (Cloud Services - AWS)

CentralSquare and Customer will conduct the following as part of this project.

SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	Attend Discovery Call	- Discovery Call - Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to

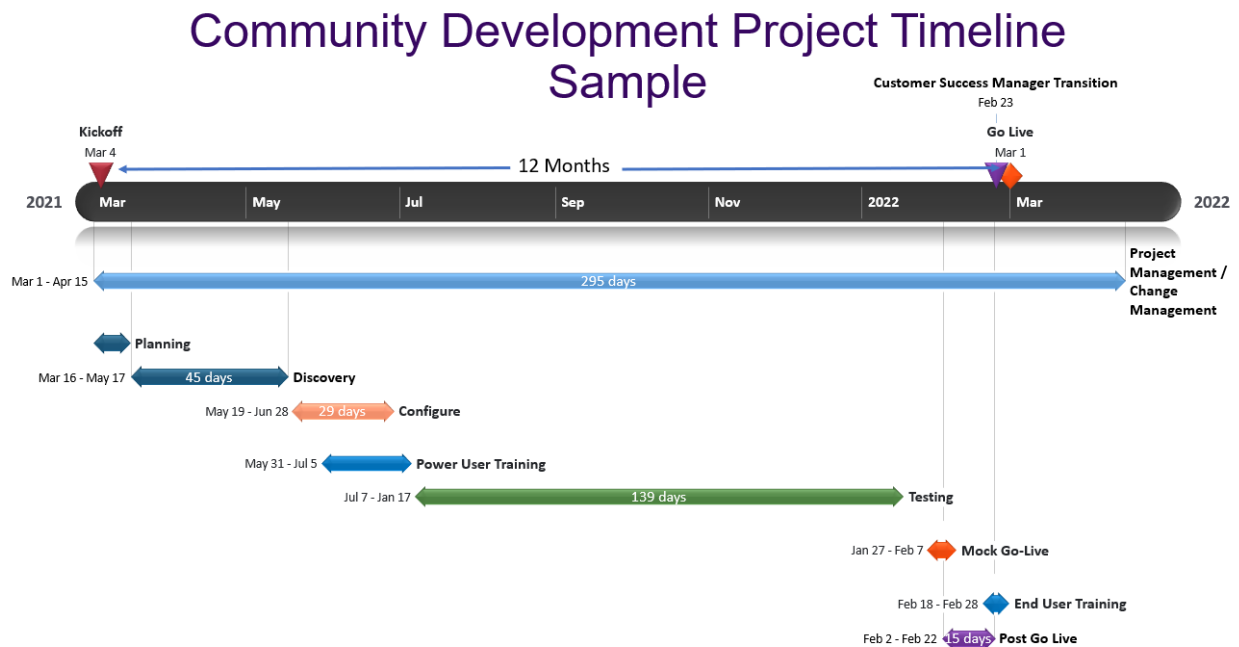
conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

APPENDIX F: SAMPLE Implementation Timeline

This is a high level, sample timeline. During the beginning of the project a detailed project plan that both parties agree on will be created.



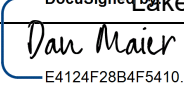
CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **Village of Palmetto Bay, Florida** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Village of Palmetto Bay, FL
1000 Business Center Dr. Lake Mary, FL 32746	9705 E. Hibiscus Street Palmetto Bay, FL 33157
By:  E4124F28B4F5410...	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 3/30/2021	Date Signed:

1. **Solution: Community Development**

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

- 4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. **License, Access & Services and Audit.**

- 5.1. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.2. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.3. **Audit.** Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.4. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
 - 5.4.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. **Limitations.** Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. **Exceptions.** CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.6.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare ;
 - 5.6.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.6.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 5.6.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.6.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.8. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.10. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations.**

- 7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services.**

- 8.1. **Compliance with Customer Policies.** While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

- 9. **Confidentiality. Confidential Information.** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and

other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

- 9.1. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

10. Security.

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located

in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any “back door”, “time bomb”, “Trojan horse”, “worm”, “drop dead device” or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer’s sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices. In lieu of product warranty, CentralSquare shall provide the Support services set out in Exhibit 2 to this Agreement, including maintenance and support for any security breach that occurs within the Cloud environment.

- 12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS-IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE’S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email: info@CentralSquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **Village of Palmetto Bay, FL**
[INSERT CUSTOMER ADDRESS]

[ADDRESS LINE 2]**Phone: *customer to supply email: *customer to supply****Attention: *customer to supply POC**

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND

REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

- 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
- 22. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 28. Public Records.** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE CLERK, MISSY AROCHA AT 9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157 OR AT 305-259-1234

- (I). In order to comply with Section 119.0701, Florida Statutes, public records laws, the Vendor must:
- (A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (II). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- (III). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

29. Order of Precedence.

- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments or change orders.
 - 29.1.2. The attached Exhibits to this Agreement.
 - 29.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.
- Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.
- 29.2. Incorporated Exhibits to this Agreement:
- Exhibit 1 – Project Cost Summary
 - Exhibit 2 - Maintenance & Support Standards
 - Exhibit 3 – Travel Expense Guidelines
 - Exhibit 4 – Insurance Requirements
 - Exhibit 5 – Scope of Work

EXHIBIT 1**Project Cost Summary**

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Community Development: Advanced Annual Subscription Fee SaaS	25	2,440.00	61,000.00
Software Total			61,000.00 USD

DESCRIPTION	TOTAL
Community Development: Advanced SaaS Subscription Contract Startup Fee	10,000.00
Public Administration GIS Services - Fixed Fee	16,575.00
Public Administration Data Conversion Services - Fixed Fee	19,890.00
Public Administration Consulting Services - Fixed Fee	61,425.00
Public Administration Development Services - Fixed Fee	14,040.00
Public Administration Technical Services - Fixed Fee	3,900.00
Public Administration Project Management Services - Fixed Fee	30,420.00
Public Administration Training Services - Fixed Fee	38,610.00
Public Administration Technical Services - Fixed Fee	1,170.00
Services Subtotal	196,030.00 USD
Discount	- 6,010.00 USD
Services Total	190,020.00 USD

Software Subtotal 61,000.00 USD

Services Subtotal 196,030.00 USD

Quote Subtotal 257,030.00 USD

Discount - 6,010.00 USD

Quote Total 251,020.00 USD

PAYMENT TERMS:**ONE TIME FEES**

- a. Start-Up Fees (\$10,000) are due: 100% on the Execution Date.
- b. CentralSquare Professional Services Fees are due as follows: Specific Milestone Payments are due upon completion of the respective deliverables associated with each individual Milestone Payment. Milestone table below:

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

Milestone Payment	Milestone	Description	Percent of Services
1	Kick Off Complete	The project kickoff meeting is scheduled within 30 days of contract signing. The purpose is to review the contract documents, the statement of work, and to discuss the overall project organization. Kickoff is considered complete once the meeting has occurred and meeting minutes have been provided. A proof of delivery (POD) is provided to the customer to acknowledge the completion of the kickoff meeting with the Customer, triggering milestone invoicing.	20%
2	Baseline Project Schedule Provided	The baseline project schedule is developed within the first 60 days of the project through careful planning with CentralSquare's project manager and the Customer's project manager. The baseline project schedule is considered to be the initial agreed upon schedule for the project, inclusive of all tasks from both project teams. Once the baseline project schedule has been delivered, this task is considered complete. (Note, project schedules often change over the course of the project. This task is tied to the initial baseline scheduled.) A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the baseline project schedule, triggering milestone invoicing.	15%
3	Integration Testing	Once all modules are tested and online, the CentralSquare team alongside the customer participate in an integration end-to-end test that includes all modules within Community Development. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.	15%
4	Training	System Admin and End-User training for Community Development is considered complete once 80% of the participants, as identified and documented in the planning phase of the project, have passed the training program. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of System Admin and End-User training, triggering milestone invoicing.	30%
5	Go Live	Customer is considered Live on the applications after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.	20%

RECURRING FEES

- c. The Annual Subscription Fee is due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Subscription Fee is subject to an annual uplift of 5% yearly.

ANCILLARY FEES

- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- f. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be

applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent

to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare . It will reside at Customer's location but is, and shall remain the property of CentralSquare .
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare . Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3**Travel Expense Guidelines**

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Work

Implementation Statement of Work

Project: City, ST – Community Development

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

- **Project Start Date**

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in the system Agreement.

- **Services Scope**

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and, customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

Consulting Services: Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

Technical Services: Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. **Project Status and Issues/Risks Reporting:** In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

CentralSquare:

Escalation to CentralSquare management is as follows:

Name and Role	Phone	Email
Melissa Cogan, Manager Professional Services	616-325-5737	Melissa.Cogan@CentralSquare.com
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	Michael.DiOrio@CentralSquare.com
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@CentralSquare.com
Mike Poth, VP Professional Services	703-328-0979	Mike.Poth@CentralSquare.com

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services: CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

Training Services

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

APPENDIX A: Application Deployment Strategies

PRODUCT: COMMUNITY DEVELOPMENT

Analysis:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Business Process Review	Onsite meetings with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
Workbook Introduction	The consultant will be onsite to introduce and walk through the workbooks which will be used to capture the existing state of the client's applicable Community Development modules.
Data Migration Mapping	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

Monitor & Control:

During this phase, the consultant has become familiar with your configuration requirements, processes and current workflows. With this knowledge, we will deliver your configured system and converted legacy data into your new pre-production environment. Next, our consultant will provide guidance as you begin iterative testing that will continue throughout the remainder of the implementation. Also, our data conversion team guides you through testing your converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
The Work-Booking Process	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
System Configuration	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
Python Scripting and Geo Database Delivery	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the client's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the client's testing database.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

<i>Modules included</i>	<i>Definition of Module</i>
Land Parcel Management	This is the heart of the Community Development System providing comprehensive land data obtained from the City's GIS system using Community Development's Standard ESRI GIS interface
Planning & Zoning	This module manages the workflow for all types of projects through the project lifecycle, from application through the review and approval process

Permitting	Streamlines the permitting process by tracking the unique workflows for all types of permits from initial application through issuance
Code Compliance	Provides incident and activity management capabilities for all types of code enforcement activities from the time the complaint is received through compliance of the incident
Business & Regulatory Licensing	Designed to issue and track a variety of different license types, including animal, business and facilities licensing
Customer Relations Management	As issues are received through the phone or internet, this module quickly captures and manages the citizen's issue, effectively monitoring from opening to closing the issue
Online Portal	The public can use this interactive web application eTRAKIT to access permit, project, license, code, land and inspections information, as well as request inspections, apply for permits, upload plans, pay fees and more
Mobiles	Inspectors and Code Officers can carry information about permits, code cases and related inspections on a compatible mobile device
Cognos Analytics	A web-based reporting toolset used to build sophisticated dashboards and reports that can analyze, visualize, & derive insights from your data, in real time. SSRS forms and reports will still be necessary for specific functions within the modules

Admin Skills Workshops

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
Subject Matter Expert Training	1	Hands-on, Instructor-led Training	System Admins, Client SMEs & Core Team Members	General Navigation, Overview of each module is included, review of client's testing strategy	Remote
Admin Training	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system and covers all areas of configuration with the system	Remote
Report Writing Training	1	Hands-on, Instructor-led Training	Technical Staff with some SQL / SSRS experience required	Covers basic SQL statement development and using the Report Builder, as well as how to load completed reports into the system	Remote

CUSTOM REPORT DEVELOPMENT:

The Report Development team will work directly with the Client to collect and develop a "Specifications" document that clearly outlines the custom forms and reports the Client needs developed.

DATA CONVERSION:

The data conversion process will start with mapping the client's legacy data into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The

conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

<i>Modules To be Converted</i>	<i>Definition of Module</i>
Permitting	Legacy permit data currently in the local government agency's currently system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state and national building and construction regulations
Planning & Zoning	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning
Code Compliance	Legacy case data currently in the local government agency's currently system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
Business & Regulatory Licensing	Legacy business licenses data currently in the local government agency's currently system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
Land Parcel Management	The land parcel data commonly includes details of the ownership, precise location, dimensions and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy
Customer Relations Management	Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues or complaints
Entity Management	The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Integrated Voice Response (IVR)	Processing inspection scheduling and related transactions using 3 rd party IVR solutions	On Demand	Import/ Export	File Based DLL / 3 rd party IVR hardware, software & services must be contracted separately
Financial Batch Export	Queries system for payments and creates a file to be imported & processed in a 3 rd party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
Financial Web Service	Interface for fee payment processing	On Demand	Import/ Export	File Based DLL
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Bluebeam	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
ESRI GIS - Standard	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
Over the Counter Payment Gateway <Please see Notes: below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
Online Payment Gateway <Please see Notes: below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

1. Client will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.
 - a. Supported online Payment Providers
 - i. Authorized.Net
 - ii. USA ePay
 - iii. Elevon (Converge)
 - iv. PayFlowPro (PayPal)
 - v. Paymentus
 - vi. Cardknox
 - vii. CardConnect
 - viii. CSI (JetPay)
 - ix. CentralSquare Payments
 - b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Testing:

Testing will assess your team's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

Major Task	Description
Testing	The testing phase is an iterative process, conducted by the client, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. See Go Live below.

TRAINING:

Within Testing and Deployment, End-user training is completed.

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools

within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
End User Training	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

Other Training Events

Training Type	# of Classes	Training Type	Intended Audience	Topics	Location
Data Querying	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

Deployment:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The Client transitions from their legacy system to the Community Development system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

GO LIVE (additional information):

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant; Supporting staff during go live event	1	Remote
CentralSquare Project Manager; Supporting project during go live event	1	Remote

Definitions:

Key Deliverables	Description	Frequency	Owners
Project Management Plan	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
Communication Plan	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
Decision Workbook	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare Consultant
Monthly Status Report	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

Risk Register	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
Implementation Guide	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
Test Workbook	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
Go Live Plan	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
Services to Support/CSM Project Closeout Report	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

APPENDIX B: Sample RACI Chart

Responsible (Who is/will be doing this task?) Accountable (Who is the decision maker?) Consulted (Anyone/stakeholders that can talk about it.) Informed (Whose work depends on this task/needs to be kept up to date?)	Sales		Project Management		RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implementation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A				I	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		AC	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff			I	I	R, A	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting			I	I	R, A			I	I	C	C	C	C	I	C	I			I	I		
Performing Issue Management			I	C	R, A			I	C	C	C	C	C	C	C	I	C		I	C	C	C
Performing Risk Management			I	C	R, A			I	C	C	C	C	C	C	C	I	C		C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management			I	C	R, A			I	C	C	C	C	C	C	C	I	C		I	C	C	C
Performing Executive Stakeholder Management			I	C	R, A			I	C	C	C	C	C	C	C	I	C		C	C	I	I
Preparing for Go-Live			I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C
Conducting Go-Live	I	I	C	R, A				I	C	C, R	R	R	R	C	R		R		I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I				I	C	C	R	A	C	C	C				I	C	C	C
Analyze Technical and Functional Requirements			I	I				I	C	C	R	A	C	C	C				I	C	C	C
Data Migration Mapping			I	I				I	C	I	A	C	R	C	C				I	C	I	C
Stage 2: Configuration																						
Build Environment				I				I	I	I	A	R		C	C				I	I	C	C
Configure Environment									C	R	C			C	C				I	I	C	C
Unit Testing				A						R	C			C	C				I	I	C	C
Administrative Workshops									R	C				I	I				I	I	C	C
Data Conversion				I				I		A	C	R		I	C				I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C			I	C				I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I				I	I		C	R									C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication			I	C	R			C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM			I	I	R, A			I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items					R, A				R	R	R	R		R								
Performing Post Go-Live Issue Resolution					R, A				R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer					R, A														I	C	C	C
Performing Contract Reconciliation					R, A				I													
Completing Lessons Learned			I	C	R, A	I	C	I	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder					R, A																	
Performing Management Review			C		R, A																	
Closing Project in OpenAir					R, A																	
Completing Project Closeout Checklist					R, A																	

APPENDIX C: General GIS Requirements

Introduction

Community Development includes a property record application where users can look up current parcel activity and information related to the parcel. The GIS Module is at the heart of the system and provides comprehensive land data obtained from either the assessor's office or the client's GIS data to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, code enforcement case, or license record directly through GIS Module.

The GIS integration requires map services to be provided and maintained by the client, and our Land Management Update Routine (LTUR) performs a one-way update process pushing updates to the Community Development data daily/weekly/monthly outside of business hours.

GIS Data Requirements

All GIS feature classes, also referred to as layers, must have correct geometry in an Esri-recognized local projection. The client is responsible for providing and maintaining GIS data in a consistent format, including the feature class name, location, field schema, projection, etc. Unique types of features, such as parcels, must be provided and maintained in single feature classes. For example, if the client's jurisdiction crosses two counties who provide street data, the client will need to combine both street data feature classes into a singular layer.

The Land Management Workbook, to be completed by the client, maps the field in the client's GIS data to the appropriate fields in the Community Development database enabling them to appear in the system. Data attribute requirements are limited; however, missing attributes will result in empty values for the associated attributes in the system. A limited number of user-defined fields are available in the system to enable the client to include attributes that are outside of the standard fields.

GeoTypes

GeoTypes are the core GIS features integrated into Community Development and include any of the following features:

- Parcels: required
- Address Points: recommended
- Streets: recommended
- Others can be discussed with the GIS Specialist during the initial consultation

A dedicated ID field (string data type) is required for each GeoType feature class except for parcels, which should use the Assessor's ID for that purpose. Each ID value must be unique across GeoTypes, and the ID and other critical fields are required to be present in the primary published map service. Condominiums may be represented with stacked parcels.

Boundary / Polygon Layers

Typical boundary layers include zoning, city limits, historical districts, flood zones, etc. A limited number of spatial joins can be configured by CentralSquare to add attributes from boundary data to the GeoTypes to enable full functionality. The most common example is joining the zoning layer to the parcel data.

For clients with the GIS Advanced license, geography-based Spatial Rules triggering fees, reviews, inspections, and more during the creation of permits, projects, code cases and licenses are based on the relationship between GeoType Layers and others. The client is required to supply any polygon layers that are to be used to designate areas impacted by Spatial Rules.

ArcGIS Enterprise (Server) Requirements

Community Development requires map services to be published with Esri's ArcGIS Enterprise or ArcGIS Server. The ArcGIS instance does not need to be solely dedicated to this purpose but must meet the requirements below.

- ArcGIS Enterprise versions 10.3.1 to 10.8 (*check with CentralSquare on later version compliance*)
- Authentication/Security
 - The client must provide CentralSquare with login credentials for one of the built-in Portal for ArcGIS user types
 - Web-tier authentication using Windows Authentication is not supported for cloud clients; however, on premise clients with version 18.2 HF09 or later may utilize this.
 - SAML based Active Directory based Federation is not supported. However, Portal for ArcGIS can use built-in account.
- If Community Development is to be hosted by CentralSquare, the client's map services must be available externally through the web. This typically requires the ArcGIS Web Adapter to reside in the client's DMZ.
 - CentralSquare will require built-in user's admin credentials for map rendering and source of data for Land Management Update Routine.
 - SAML and Web-tier based authentication will not be supported. Development work in progress.

ArcGIS Map Service Requirements

The Community Development GIS integration relies on ArcGIS map services that are created and maintained by the client.

Map Service Rules and Requirements

- Community Development requires an Admin Portal user and password to consume REST URLs from a portal
- Map services must be available externally through the web for Cloud clients.
- All map services must start with Layer (0) and run consecutively without gaps between layer numbers
- Additional service-specific requirements are outlined below

Required Map Services

The client is required to provide a minimum of three dedicated ArcGIS map services. Those and additional optional services are outlined below.

1. Feature Map Service

This map services provides the GIS data necessary to populate and maintain the data in the Community Development's Geo Tables in the cloud SQL database.

Additional Requirements:

- Must include all layers to be integrated with Community Development
- Feature access must be enabled with Query/Data operations allowed
- All layers must be in same projection

2. GeoType Map Service

The GeoType Map Service is used to provide access to ESRI feature class data in the management of the Community Development Software.

Additional Requirements:

- Feature access must be enabled
- All layers must be in same projection
- Symbology is not important (this does not produce a viewable map)

3. Display Map Service

The Display Map Service provides an interactive view map in the application. The client should build this map service with the symbology, scaling, and layer order that will provide end users the best and most complete experience.

Additional Requirements:

- Community Development's Map Viewer requires a geometry service and a printing service
- Must include the GeoType layers
- This service should not contain more than 20 layers. Additional display map services may be configured if more layers are desired

4. Optional Display Map Services

Other map services can be added to Community Development's Map Viewer to provide more mapping functionality to your users.

Additional Requirements:

- Community Development's Map Viewer requires a geometry service and a printing service

Details:

- Aerial Photos:
 - Must be a tiled, cached map service. This will produce the fastest display of your aerial imagery.
 - Image Services are not supported.
 - More than one aerial photo map service can be implemented, but only one aerial map service can be on when the map view is compiled.
- Community Development's Map Viewer supports Street View and Bird's View with a valid Google map key. Clients will need to provide this key and add the Community Development URL as a valid referrer
- Map services can be specific to departments within your organization, such as public works, utilities, recreation facilities, etc.
- Community Development's Map Viewer can support:
 - Routing services via Network Analysis Server
 - Geocoding services

APPENDIX E: Cloud Services (Cloud Services - AWS)

CentralSquare and Customer will conduct the following as part of this project.

SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	Attend Discovery Call	- Discovery Call - Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to

conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

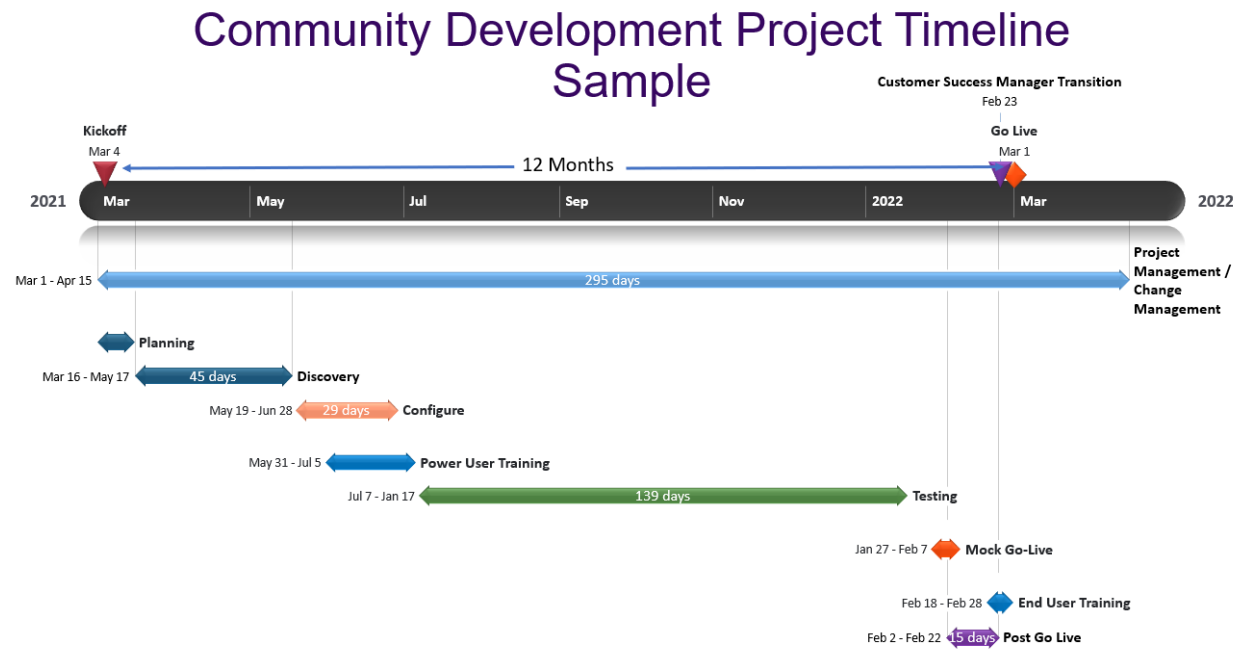
Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

-

APPENDIX F: SAMPLE Implementation Timeline

This is a high level, sample timeline. During the beginning of the project a detailed project plan that both parties agree on will be created.



AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 15.

ITEM: Consideration and approval of the General Ledger and Manual Journal Entries Policy. Enclosed is a copy of the proposed policy and Memorandum provided by Finance Director Peter Kajokas.

DESCRIPTION:

The proposed General Ledger and Manual Journal Entries Policy is presented to the Town Council for consideration in response to the independent auditor finding a significant deficiency during the Town of Bay Harbor Islands Comprehensive Annual Financial Report audit for the Fiscal Year ended September 30, 2020.

The auditors findings: "SD-2020-002 - Lack of Review and Approval of Manual Journal Entries"

Enclosed is a copy of the proposed General Ledger and Manual Journal Entries Policy and Memo presented by Finance Director.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

No Fiscal Impact. The "General Ledger and Manual Journal Entries" Policy is designated to address audit finding and strengthen Town of Bay Harbor Islands internal controls.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director

ATTACHMENTS

1. General Ledger and Journal Entries Memo
2. General Ledger and Journal Entries 5.25.21



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JUNE 9TH, 2021
TO: HONORABLE MAYOR, VICE-MAYOR AND MEMBERS OF THE TOWN COMMISSION
FROM: PETER V KAJOKAS CPA, MBA, DIRECTOR OF FINANCE
RE: MANUAL JOURNAL ENTRIES POLICY/PROCEDURE

State of Florida law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with generally accepted auditing standards and governmental auditing standards by licensed public accountants. In addition, Section 31 of the Town Charter requires that qualified public accountants shall make an independent audit of accounts for submission to the Town Council. In fulfillment of these requirements Town of Bay Harbor Islands Comprehensive Annual Financial Report for the fiscal year ended September 30, 2020, issued on April 19, 2021, and presented to Town Council's consideration and review on May 12, 2021.

During the audit Independent Auditor – Marcum LLC – discovered a Significant Deficiency in Internal Controls of Town of Bay Harbor Islands regarding procedures and processes in preparing and posting Manual Journal Entries. SD 2020-002 – Lack of Review and Approval of Manual Journal Entries states: "Proper management review and approval of manual journal entries is an essential part of internal control over financial reporting. Sound internal controls call for proper authorization and review of manual journal entries."

In response to the Independent Auditor findings Town of Bay Harbor Islands issued Corrective Action Plan statement. The Plan obligating Town of Bay Harbor Islands Finance Department to adopt a policy whereby all manual journal entries will be approved by and appropriate member of financial management. The plan calls all entries to be initialed by the preparer and the individual approving them in order to attribute responsibility to the appropriate individuals. All manual journal entries will be accompanied by full explanation and by reference to adequate supporting data. The Finance Director was charged with the responsibility in approving a policy within next 60 days and ensuring continued adherence to the Policy.

Please find for your consideration and approval Attachment A – General Ledger and Manual Journal Entries – policy to fulfill the Finance Director obligations charged by Independent Auditors.

General Ledger and Manual Journal Entries

Description:

Management requires accurate and timely reports to properly monitor the performance of the Town and make informed operational and financial decisions. The general ledger accounts are the source of the financial reports used by management. It is therefore critical that the accounting records are properly controlled so that they continue to reflect accurately the operations of the Town.

The Town's Financial Management System ("FMS") – Tyler Technologies Incode10 – is set up in various modules such as: General Ledger, Purchasing, Accounts Payable, Cashiering, Utility Billing, Personnel Management etc. All transactions currently are directly recorded into the general ledger based on the module selected. The Town utilizes in most cases the State of Florida Uniform Accounting Manual.

The Town's journal entries are recorded, recognized, and identified using the General Ledger accounts. A General Ledger account code consists of sixteen digits.

- Balance Sheet accounts, the first three digits represent the Fund; the next four digits represents category/department; the next six digits represents represent account type (asset, liability, or equity); the last three digits are used for sub-categories.
- For Operating Statements, the Revenues and Expenditures/Expenses are identified in a similar fashion with the sixteen digits code:
 - For Revenues, the first three digits represent the Fund; the next four digits represent account category/department; the next six digits represent account type (revenue); the last three digits are used for sub-categories.
 - For Expenses/Expenditures, the first three digits represent the Fund; the next four digits represent account category/department; the next six digits represent account type (expense); the last three digits are used for sub-categories.

Overview:

The general ledger should be adequately maintained through the proper preparation, review, and approvals of manual Journal Entries and reconciliations and the timely input of all entries into the FMS. Hard copies of Journal Entries are not maintained in the Finance Department. Journal Entries and back-up must be reviewed and approved in electronic format by designated staff such as Financial Reporting Director and/or Accounting Manager.

Procedure:

1. Manual Journal Entries, recurring and non-recurring, are prepared by designated finance staff member, and then are entered into the FMS. Attached to each journal entry is supporting documents to verify the accuracy of the entry. Examples of recurring entries of the Town include, but are not limited to:

- a. Accrued interest payable/interest expense
 - b. Prepaid expenses
 - c. Amortization of bond Premium/Discount/Deferred Inflow/Outflow (if applicable)
 - d. Capital Assets acquisition/disposition and Depreciation.
2. Once the Journal Entries are entered into the FMS, the designated finance staff member will send an email, and if needed follows up with phone call/text message, to the Financial Reporting Director and/or Accounting Manager, informing him/her that Journal Entry is ready to be reviewed. The Financial Reporting Director and/or Accounting Manager reviews and approves manual Journal Entries within three (3) business days of the email notification. The Financial Reporting Director and/or Accounting Manager approval is evidenced in the FMS, and the email is sent back to the staff member who prepared manual Journal Entry. The manual Journal Entries are then posted in the FMS by the Finance Department staff member within three (3) business days.

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 16.

ITEM: Consideration and Approval to piggyback off the City of Miami Gardens' Contract with Imperial Electric Inc. (ITB No. 16-17-029) to procure and install a solar powered lighting system for all four Town Parks in the amount of \$116,988, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

DESCRIPTION:

The purpose for the proposed services is to provide the most effective and appropriate solutions for the installation of solar powered lighting in four (4) of the Town's Parks. Lighting will be provided for the 92nd Street Park, 95th Street Park, 98th Street Park and the Tot Lot (96th Street) that are currently without a permanent lights system.

The City of Miami Gardens is the lead agent for the Southeast Florida Governmental Cooperative Group which includes City of Hallandale Beach, City of Tamarac, City of Sunrise and City of Fort Lauderdale who are currently using this Contract.

Staff recommends the Town piggyback off the City of Miami Gardens' Contract with Imperial Electric Inc. pursuant to Section 2-1.2(6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

Enclosed are copies of the supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is not a budgeted item and funds for this project are being requested as part of the Budget Amendment in June.

BUDGET IMPACT:

Submitted By: Jose Custodio, Town Engineer
Douglas Armstrong, Public Works Director
Maria Lasday, Town Manager

ATTACHMENTS

1. City of Miami Gardens - Resolution to extend Agreement with Imperial
2. PO from Fort Lauderdale - Piggybacking off Miami Gardens
3. Quote from Imperial Electrical Inc_05272021

RESOLUTION NO. 2020-130-3528

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE SECOND (2ND) RENEWAL OF THE CONTRACT AWARDED PURSUANT TO INVITATION TO BID (ITB) NO. 16-17-029, PARKS LIGHTING ELECTRICAL MAINTENANCE, TO IMPERIAL ELECTRIC INC. (PRIMARY VENDOR) AND ELECTRICAL CONTRACTING SERVICE, INC. (SECONDARY VENDOR); AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS ON AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGET FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens ("City") Parks and Recreation Department aims to continue to create and maintain unparalleled recreational opportunities, unique high quality parks, trails and public spaces, by providing safe, inclusive, environmentally friendly parks, trails and recreation facilities at its sixteen (16) City Parks, and

WHEREAS, in order to take advantage of economies of scale, the City has acted as the lead agent for the Southeast Florida Governmental Cooperative Group that includes City of Hallandale Beach, City of Tamarac, City of Sunrise and City of Fort Lauderdale, and

WHEREAS, on May 31, 2017, Invitation to Bid (ITB) Number 16-17-029, Parks Lighting Electrical Maintenance, was solicited via BidSync and closed on June 21, 2017 after two (2) bids were received, and

WHEREAS, did submittals from Electrical Contracting Service, Inc. and Imperial Electric Inc., were received and publicly read, and

WHEREAS, the City Council approved the award of ITB 16-17-029, Parks Lighting Electrical Maintenance on November 8, 2017 to Imperial Electric, Inc. as the primary vendor and Electrical Contracting Service, Inc. as the secondary vendor, and

WHEREAS, the initial term of the contract was for two (2) years with the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) one (1) year periods, and

WHEREAS, City Staff recommends that the City Council approve the second (2nd) renewal of the contract awarded pursuant to Invitation to Bid (ITB) No. 16-17-029 Parks Lighting Electrical Maintenance to Imperial Electric Inc. (primary vendor) and Electrical Contracting Service, Inc. (secondary vendor), authorizing the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget for Park Lighting Electrical Maintenance,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby approves the second (2nd) renewal of the contract awarded pursuant to Invitation to Bid (ITB) No. 16-17-029, Parks Lighting Electrical Maintenance, to Imperial Electric Inc. (primary vendor) and Electrical Contracting Service, Inc. (secondary vendor) and authorized the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget for this purpose.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS VIRTUAL SPECIAL MEETING HELD ON OCTOBER 28, 2020.



OLIVER GILBERT, III, MAYOR

ATTEST:



MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Councilman Leon
Seconded by: Councilwoman Campbell

VOTE: 6-0

Mayor Gilbert	Yes
Vice Mayor/Councilman Harris	Yes
Councilwoman Campbell	Yes
Councilman Leon	Yes
Councilwoman Wilson	Yes
Councilman Williams Jr.	Absent
Councilman Stephens, III	Yes

COMMODITIES CONTRACT AWARD

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Contract Name
PARKS LIGHTING ELECTRICAL MAINTENANCE

Contract No.	Initial Period Covered	Master Blanket No.
SEFGP Co-Op #16-17-029-1	11/8/2017 – 11/8/2019	180965

Awarded Vendor:	Terms:
Imperial Electrical Incorporated 11821 NW 11 th Street Plantation, FL 33023 Attn: Mike Terango Tel: 954-325-2133 Email: mterango@aol.com	P-Card Accepted? Yes

Insurance Coverage Required:	Y
Authorized Purchases:	\$150,000.00
Approved by City Commission:	Non-Agenda
Extension Options:	Yes Qty: 3 One-Year Renewals

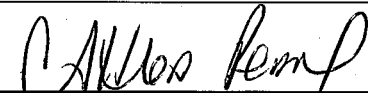
ITEMS:

See pricing attached.

Department Contract Coordinator: Carrie Keohane, X5354 and Stacey Daley, X5316

Procurement Specialist: Laurie Platkin, X5138

Approved by:



Althea Pemsel, Interim Manager, Procurement and Contracts



Date



CITY OF FORT LAUDERDALE
Procurement Services Division
Fort Lauderdale, FL 33301

BLANKET ORDER NUMBER

PP180965

Federal Excise Tax No. 59-6000319
State Sales Tax No. 85-8013875578C-1

00002311

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R

IMPERIAL ELECTRICAL INC
11821 NW 11 STREET
PLANTATION, FL 33323
United States of America

S
H
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T
O

Department/Division:
Procurement Services Division
lplatkin@fortlauderdale.gov

Req Number:
Bid No: SEFL Co-Op #16-17-029
Contract No: SEFL Co-Op #16-17-029-1
Expiration Date: 11/8/2019
Commission Approval: Non-Agenda
Description: Parks Lighting Electrical Maintenance

INVOICES: IMMEDIATELY UPON SHIPMENT INVOICE IN DUPLICATE SHOWING
OUR PURCHASE ORDER NUMBER AND DEPARTMENT AND MAIL TO:

Class/Item No.	Order Unit	Order Quantity	Stock-Item	Description	Unit Price	Extended Amount	FY/Account Code
1 914-38	HR	1		Master Electrician/Supervisor/Foreman	\$30.00	\$30.00	
2 914-38	HR	1		Journeyman Electrician	\$35.00	\$35.00	
3 914-38	HR	1		Apprentice/Helper	\$18.00	\$18.00	
4 914-38	HR	1		Aerial Lift Truck 65' w/operator	\$65.00	\$65.00	
5 914-38	HR	1		Aerial Lift Truck 110' w/operator	\$60.00	\$60.00	
6 914-38	HR	1		Aerial Lift Truck 135' w/operator	\$65.00	\$65.00	
7 914-38	HR	1		30' 2-Man Platform Lift	\$10.00	\$10.00	
8 914-38	HR	1		Auger w/pole setter 9' digging depth w/up to 24" diameter	\$45.00	\$45.00	
9 914-38	HR	1		Auger w/pole setter 15' digging depth w/up to 60" diameter	\$45.00	\$45.00	
10 914-38	HR	1		Trencher w/line layer	\$25.00	\$25.00	
11 914-38	HR	1		Trench w/5' digging depth & rock chain	\$25.00	\$25.00	
12 914-38	HR	1		Crane Truck w/operator	\$50.00	\$50.00	
13 914-38	HR	1		OVERTIME: Master Electrician/Supervisor/Foreman	\$60.00	\$60.00	

Class/Item No.	Order Unit	Order Quantity	Stock-Item	Description	Unit Price	Extended Amount	FY/Account Code
14 914-38	HR	1		OVERTIME: Journeyman Electrician	\$55.00	\$55.00	
15 914-38	HR	1		OVERTIME: Apprentice/Helper	\$35.00	\$35.00	
16 914-38	HR	1		WEEKEND: Master Electrician/Supervisor/Foreman	\$60.00	\$60.00	
17 914-38	HR	1		weekend: Journeyman Electrician	\$55.00	\$55.00	
18 914-38	HR	1		WEEKEND: Apprentice/Helper	\$35.00	\$35.00	
19 914-38	HR	1		HOLIDAY: Master Electrician/Supervisor/Foreman	\$60.00	\$60.00	
20 914-38	HR	1		HOLIDAY: Journeyman Electrician	\$55.00	\$55.00	
21 918-38	HR	1		Apprentice/Helper	\$35.00	\$35.00	
22 914-38	HR	1		EMERGENCY CALL BACK: Master Electrician/Supervisor/Foreman	\$60.00	\$60.00	
23 914-38	HR	1		EMERGENCY CALL BACK: Journeyman Electrician	\$55.00	\$55.00	
24 914-38	HR	1		EMERGENCY CALL BACK: Apprentice/Helper	\$35.00	\$35.00	
25 914-38	HR	1		Administrative cost, per hour, for the application and preparation of permitting documentation	\$45.00	\$45.00	
26 914-38	HR	1		Administrative cost, per hour, for the preparation of drawings, when requested	\$65.00	\$65.00	
27 914-38	HR	1		EQUIPMENT Water Truck w/ operator	\$65.00	\$65.00	
28 914-38	HR	1		EQUIPMENT Mini excavator with operator	\$65.00	\$65.00	
29 914-38	HR	1		EQUIPMENT: Arrow Board with operator	\$60.00	\$60.00	
30 914-38	EA	1		Electrical supplies MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 22. Documentation of awardee's cost must be provided with written estimates if the PPO Department elects to have the awardee replace any type of electrical materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot exceed 15%.	\$1.00	\$1.00	
31 914-38	LFT	1		Installation of one 2" HDPE conduit underground/under foot pavement by directional bore method.	\$10.00	\$10.00	

Class/Item No.	Order Unit	Order Quantity	Stock-Item	Description	Unit Price	Extended Amount	FY/Account Code
32 914-38	LFT	1		Installation of one 3" HDPE conduit underground/under foot pavement by directional bore method.	\$15.00	\$15.00	
33 914-38	LFT	1		Installation of one 4" HDPE conduit underground/under foot pavement by directional bore method.	\$20.00	\$20.00	

FY/Account Code	Amount
-----------------	--------

Purchase Order Total:	\$1,419.00
------------------------------	-------------------

IMPORTANT:

1. Unless otherwise indicated by a line item on this P.O., payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.
2. Shipping Term is F.O.B. Destination.
3. P.O. Number and receiving agency name must appear on all invoices and documents relating to this order.
4. For addi

WWW.FORTLAUDERDALE.GOV/PURCHASING/GENERAL/TERMS.PDF

Director of Procurement/Designee/Authorized Signature

Signed:

VISIT US AT WWW.FORTLAUDERDALE.GOV FOR MORE INFORMATION ON CURRENT SOLICITATIONS

PROPOSAL

IMPERIAL ELECTRICAL INC.

11821 NW 11 ST -PLANTATION, FL. 33323

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	BAY HARBOR ISLANDS	Name	TOT LOT 96TH ST / BROADVIEW DR
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
ATT: JOSE CUSTODIO		PROJECT#	

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

SUPPLY AND INSTALL (3) SOLAR LIGHTS PER SPEC.

INCLUDES:*****

ENGINEERING	POLES	ASSEMBLY
DRAWINGS	SOLAR HARDWARE	INSTALL
PERMITS	FREIGHT	SPOIL REMOVAL

DOES NOT INCLUDE:*****

PERMIT FEES	LANDSCAPE REMOVAL
PREVAILING WAGES	RESPONSIBILITY FOR UNMARKED UTILITIES

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$29,247.00
5/27/2021

Respectfully submitted, BILLY OLSON
IMPERIAL ELECTRICAL

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within 30 DAYS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____

PROPOSAL

IMPERIAL ELECTRICAL INC.

11821 NW 11 ST -PLANTATION, FL. 33323

(954)325-2133

FAX (954)938-0530

Submitted To

Project Location

Name BAY HARBOR ISLANDS

Name 95TH ST / W. HARBOR DR

Street

Street

City/State

City/State

Tele Num.

Plans Date

ATT: JOSE CUSTODIO

PROJECT#

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

SUPPLY AND INSTALL (3) SOLAR LIGHTS PER SPEC.

INCLUDES:*****

ENGINEERING	POLES	ASSEMBLY
DRAWINGS	SOLAR HARDWARE	INSTALL
PERMITS	FREIGHT	SPOIL REMOVAL

DOES NOT INCLUDE:*****

PERMIT FEES	LANDSCAPE REMOVAL
PREVAILING WAGES	RESPONSIBILITY FOR UNMARKED UTILITIES

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$29,247.00
5/27/2021

Respectfully submitted BILLY OLSON
IMPERIAL ELECTRICAL

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Note: This proposal may be withdrawn by us if not accepted within 30 DAYS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

PROPOSAL

IMPERIAL ELECTRICAL INC.

11821 NW 11 ST -PLANTATION, FL. 33323

(954)325-2133

FAX (954)938-0530

Submitted To

Project Location

Name BAY HARBOR ISLANDS

Name 98TH ST

Street

Street

City/State

City/State

Tele Num.

Plans Date

ATT: JOSE CUSTODIO

PROJECT#

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

SUPPLY AND INSTALL (3) SOLAR LIGHTS PER SPEC.

INCLUDES:*****

ENGINEERING

POLES

ASSEMBLY

DRAWINGS

SOLAR HARDWARE

INSTALL

PERMITS

FREIGHT

SPOIL REMOVAL

DOES NOT INCLUDE:*****

PERMIT FEES

LANDSCAPE REMOVAL

PREVAILING WAGES

RESPONSIBILITY FOR UNMARKED UTILITIES

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$29,247.00
5/27/2021

Respectfully submitted BILLY OLSON
IMPERIAL ELECTRICAL

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within 30 DAYS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

PROPOSAL

IMPERIAL ELECTRICAL INC.

11821 NW 11 ST -PLANTATION, FL. 33323

(954)325-2133

FAX (954)938-0530

Submitted To

Project Location

Name BAY HARBOR ISLANDS

Name 92ND ST / E. BAY HARBOR DR

Street

Street

City/State

City/State

Tele Num.

Plans Date

ATT: JOSE CUSTODIO

PROJECT#

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

SUPPLY AND INSTALL (3) SOLAR LIGHTS PER SPEC.

INCLUDES:*****

ENGINEERING

POLES

ASSEMBLY

DRAWINGS

SOLAR HARDWARE

INSTALL

PERMITS

FREIGHT

SPOIL REMOVAL

DOES NOT INCLUDE:*****

PERMIT FEES

LANDSCAPE REMOVAL

PREVAILING WAGES

RESPONSIBILITY FOR UNMARKED UTILITIES

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$29,247.00

5/27/2021

Respectfully submitted BILLY OLSON
IMPERIAL ELECTRICAL

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within 30 DAYS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 17.

ITEM: Consideration and Approval to piggyback off Miami-Dade County Contract No 8254-1/22-1 with Blue Digital Inc. in the amount of \$36,081.49 for records scanning service, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the proposed agreement and the cost estimates for the project.

DESCRIPTION:

The purpose of the proposed services is to engage Blue Digital Inc. for scanning services to streamline a paperless process of the Town's departments.

The scope of work includes the following:

Records Scanning per department:

- * Town Clerk's Office - Variances; Resolutions; Ordinances; Agreements; Lot & Block Files.
- * Human Resources - Active & Inactive Personnel files; Retirement Files
- * Building Department - All active / inactive permits; New project applications

The project would consist of three (3) phases to properly coordinate and avoid disruption to the individual departments.

Pursuant to the Section 2-1.2 (6) of the Town Code - Contracts which utilize a bid or proposal which has been secured by another governmental entity "piggyback contract".

The Town will piggyback off of Miami-Dade County RFP No. 8254-1/22-1 contract (11/1/2017 - 10/31/2022) with Blue Digital Inc, utilizing the same competitive prices currently being used by the City of Sunny Isles Beach and the Town of Surfside.

Staff recommends approval of the proposed scanning services.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure has been partially budgeted and additional funds are being requested as part of the Budget Amendment No. 2. for funds received as part of the America Rescue COVID-19 Relief Plan.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Records Scanning - Office of the Town Clerk	6/30/2021	\$36,081.49	001.5125.4000031.000		\$5,000.00

Records Scanning - Human Resources	6/30/2021	\$0.00	001.5137.4000034.000		\$5,000.00
Records Scanning - Building Department	6/30/2021	\$0.00	001.5240.400031.000		\$5,000.00

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. Est_4941_from_Blue_Digital_Corp._23276

Blue Digital Corp.

1740 NW 94th Avenue
Doral, FL 33172

**Estimate**

Date	Estimate No.
5/25/2021	4941

Name/Address

TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, FL 33154
Attn: Alba Chang

Description	Qty	U/M	Rate	Total
Small Format Scanning to PDF file 8.5x11, 8.5x14, 11x17	300,000	ea	0.03	9,000.00T
Large Format Scanning to PD File 12x18, 18x24, 24x36, 30x42, 36x48	20,000	ea	0.41	8,200.00
Index and ouptput Laserfiche Briefcase (TIFF/PDF images)	30,000	ea	0.05	1,500.00T
OCR and Output Laserfiche Briefcase (TIFF/PDF images)	300,000	ea	0.025	7,500.00T
Document Prep for scanning & Re-assembly)	250	hr	18.00	4,500.00T
CD Burning(TIFF/PDF images)	500	ea	4.99	2,495.00T
Upload to Laserfiche Cloud (TIFF/PDF images)	500	ea	4.50	2,250.00T
Pick Up/Delivery - Fuel Charge (Per Round Trip)	25	ea	25.00	625.00T
**ADDITIONAL SERVICES IF NEEDED				
Large Format Color Scanning	1	sqft	1.25	1.25T
TIFF/PDF 12x18, 18x24, 24x36, 30x42, 36x48				
Small format Color Scanning to Tiff/PDF, 8.5x11, 8.5x14, 11x17	1	ea	0.25	0.25T
Burn DVD	1	ea	9.99	9.99T
Sales Tax			0.00%	0.00

SIGNATURE _____
 FED TAX ID#05-0528104

Total \$36,081.49

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 18.

ITEM: Consideration and Approval of an Agreement between the Town of Bay Harbor Islands and Miami Shores for the usage by the residents of Miami Shore's Aquatic Facilities. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement between the Town and Miami Shores Village shall allow the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the residents of the Village. The same rates for parking, programs, classes, and other uses charged to the Village's residents will be charged to residents of Bay Harbor Islands.

The agreement will commence in June 2021 and shall continue thereafter for a period of one year. After the initial term, the agreement shall automatically renew for additional one year terms, unless either party provides written notice of termination.

The Town will pay Miami Shores Village a fee of \$50,000 per year.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1. 06.02.2021.Miami Shores Aquatic Center Access and Use Agreement

ACCESS AND USE AGREEMENT

THIS ACCESS AND USE AGREEMENT ("Agreement") is made and entered into by and between the Town of Bay Harbor Islands ("Town") and the Miami Shores Village ("Village") on this _____ day of _____, 2021.

WHEREAS, the Village owns and operates an aquatic center located at 10200 Biscayne Blvd. Miami Shores, FL 33138 ("Aquatic Center");

WHEREAS, the Village has developed rules and regulations that are applicable to and govern the use of the Aquatic Center ("Rules") by its residents and their guests including, but not limited to, proof of residency ("Proof of Residency") and a fee schedule ("Fees");

WHEREAS, the Town Counsel has agreed to pay consideration to the Village in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees; and

WHEREAS, the Village agrees to accept consideration from the Town in exchange for the Village allowing the residents of the Town to have access to and use of the Aquatic Center in the same manner applicable to the Village Residents, subject to the Rules including, but not limited to, Proof of Residency and the Fees.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Village agree to enter into this Agreement, based upon the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Term.** This Agreement shall commence on June __, 2021 ("Commencement Date") and shall continue thereafter for a period of one (1) year (hereinafter the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms ("Subsequent Term"), unless either Party provides written notice of termination no less than sixty (60) days prior to start of a Subsequent Term. (The Initial Term and the Subsequent Term(s) shall collectively be referred to as the "Term").
3. **Access to and the Use of Aquatic Center.** The Village shall allow the residents of the Town to have access to and the use of the Aquatic Center in the same manner applicable to the residents of the Village. The rates for parking, programs, classes, and other uses shall be charged to the Town residents that are charged to the Village residents. The Town understands and agrees that the Town Residents are subject to the Rules, which may be amended by the Village from time to time. However, at all times during the Term, the Rules shall be applied to and enforced equally by the Village as to and against the residents of the Town and the residents of the Village. The same Rules, documents, and forms applicable to Village residents shall be applicable to the Town residents, except that all documents and forms necessary to establish

proof of residency by the Town's residents shall reflect an address located within the municipal boundaries of the Town.

4. **Compensation.** Town shall pay the Village the fee of \$50,000.00 per year, payable on the Commencement Date and on the start of each Subsequent Term (hereinafter the "Fee"). Other than the Fee, there is no other consideration to be paid by the Town to the Village.

5. **Return of Fees.** If the Village exercises termination pursuant to Paragraph 2 and is in possession of pre-paid fees belonging any resident of the Town (for services after the termination of this Agreement), the Village shall refund the prorated fee(s) to each resident of the Town within fourteen (14) calendar days after the termination of this Agreement.

6. **Non-Exclusive Agreement.** The Town understands and agrees that the Village may enter into similar access and use agreements with other municipalities during the Term. However, in no event shall any resident of the Town be treated differently than any other resident(s) of any other municipality including, but not limited to, the residents of the Village.

7. **Control of Property. Repair and Maintenance.** At all times during the Term, the Village shall fully control its Aquatic Center and be responsible for all repair and maintenance applicable thereto. The Town shall have no duty to the Village for the Aquatic Center or otherwise, other than for the payment of the Fee. The Town shall have no duty to the Town's residents or the Village's residents or any of their guests, or any guest or invitee of the Village in connection with the Aquatic Center or for any other property belonging to or controlled by the Village.

8. **Public Liability Insurance.** Subject to the provisions and monetary limitations of Section 768.287, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall maintain one or more public policy insurance policies or an ongoing self-insurance program for public liability in connection with the access to and use of the Aquatic Center. Nothing herein is intended to operate as a waiver of sovereign immunity.

9. **Prevailing Party Attorneys' Fees.** In the event of a dispute between the parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in connection with a determination by the court(s) as to the reasonable attorneys' fees and costs to be awarded pursuant to this paragraph.

10. **Venue.** The parties understand and agreed that this Agreement was executed in Miami-Dade County, Florida and that all payments for services rendered shall be made in Miami-Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or jurisdiction within which the Association is situated, THE EXCLUSIVE VENUE for any action arising out of or relating to the instant Agreement SHALL be Miami-Dade County, Florida. This

Agreement shall be governed by the laws of the State of Florida. The parties understand and agree that the instant paragraph is a material inducement for the execution of this Agreement.

11. **Waiver Of Jury Trial.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

12. **Counterparts.** This Agreement may be executed in a number of counterparts and transmitted by facsimile or email as a .PDF attachment, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

13. **Notice.** All notices shall be in writing and sent to the Parties' addresses set forth below:

If to Town: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
ATTN: Town Manager

With a copy to:

Joseph S. Geller, Esquire
Town of Bay Harbor Islands Attorney
600 Brickell Avenue, Suite 3600
Miami, FL 33131

If to the Village: Miami Shores Village
10050 Northeast 2nd Avenue
Miami Shores, FL 33138
ATTN: Village Manager

With a copy to:

Richard J. Sarafan, Esquire
Genovese Joblove & Battista
100 Se 2nd Street, Floor 44
Miami, Florida 33131

18. **Merger. Entire Agreement. Amendments.** This Agreement constitutes the entire agreement between the parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning this Agreement other than those herein set forth. No subsequent alteration, amendment, change,

deletion or addition to this Agreement shall be binding upon the parties unless they are in writing and signed by both the Town and Village.

19. **Authority.** Each party represents that all requirements for the approval of this Agreement have been undertaken and performed including, but not limited to, the approval of the Agreement by each municipality's council, and that each manager has the authority to execute and bind their respective municipality to this Agreement.

WHEREFORE, the parties hereby executed this Agreement on this _____ day of _____, 2021.

TOWN OF BAY HARBOR ISLANDS

MIAMI SHORES VILLAGE

By: _____
Maria Lasday,
Town Manager

By: _____
Esmond Scott,
Interim Village Manager

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 19.

ITEM: Consideration and approval of an ordinance on **second** reading amending Section 23-21(e) of the Town Code to modify the Kane Concourse setback requirements for ground level restaurants and certain weatherization. Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

DESCRIPTION:

At the February 10th, 2021 Regular Council Meeting, the Town Council held a discussion at the request of One Kane Concourse, LLC relating to possible code amendments affecting the Gateway properties. As requested by the Town Council, the Town Planner and Town Attorney hereby present the proposed code amendments as follow:

- * Kane Concourse building setbacks
- * Language relating to weatherization (such as panels for the outdoor restaurant)

Enclosed is a copy of the proposed ordinance and staff report provided by Town Planner Michael Miller.

PREVIOUS MEETING VOTE:

COUNCIL VOTE			
NAME	FOR	AGAINST	ABSTAINED
Mayor J. Fuller	x		
Vice Mayor E. Tricoche	x		
Council Member S. Bruder	x		
Council Member M. Diallo	x		
Council Member J. Leonard	x		
Council Member I. Salver		x	
Council Member Robert Yaffe	x		

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

N / A

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

1. BHI Gateway Proposed Ordinance 2021
2. BHI TC Staff Report Gateway Rev Staf Report Feb 25 2021
3. BHI Gateway Zone Rev Illustrations Feb 25 2021
4. OKC_East-West_low-res
5. OKC_West-East_low-res
6. One Kane Concourse - Rendering Setbacks

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE GATEWAY (G) ZONING DISTRICT, AMENDING SECTION 23-21(e) OF THE CODE OF ORDINANCES TO MODIFY THE KANE CONCOURSE SETBACK REQUIREMENTS FOR GROUND LEVEL RESTAURANTS AND CERTAIN WEATHERIZATION, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, the Town's 1995 Evaluation and Appraisal Report (EAR) of the adopted Comprehensive Plan concluded that the Town should consider strategies to encourage the re-development of lands on the eastern island of the Town; and

WHEREAS, the Town subsequently retained the services of several urban planning professionals to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, one of the primary land development issues identified by the urban planning professionals are the so-called "Gateway" properties, being those properties abutting the Kane Concourse at the bridges to the Town's eastern island; and

WHEREAS, the Town's Comprehensive Plan identifies the need to address the "Gateway" properties by studying the land areas and considering special land development regulations for these strategic properties; and

WHEREAS, the Town Council amended the Town's Zoning and Planning Code in 2004 to create a Gateway "G" Zoning District and has occasionally updated certain provisions of the district regulations; and

WHEREAS, the Gateway "G" District regulations have proven to be a successful zoning tool for the Town to guide desired development scale, form and urban design for 3 of 4 gateway sites including two hotels and commercial complex to date; and

WHEREAS, the Town has been approached to consider modifying certain regulations for the commercial gateway site to facilitate desired tenant operations; and

WHEREAS, a meeting was held before the Local Planning Agency for the Town to review the proposed modifications to the Town's Zoning and Planning Code; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify provisions in Section 23-21, the Gateway "G" Zoning District to address the unique attributes of the subject sites which provide for a method for the Town to consider land development applications, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections

of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2021.

PASSED on Second Reading this ____ day of _____, 2021.

STEPHANIE BRUDER
Mayor

ATTEST:

ALBA L. CHANG, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK SIMONE, ESQ.
Town Attorney

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Sec. 23-21. Gateway (G) Zoning District.

(a) *Purpose and intent.* The purpose and intent of the Gateway (G) District is to create a set of design standards for the properties at the entrances to the eastern island of the Town that are to scale with the established and desired urban form and compatible with the Town's desire to have a substantial and elegant pedestrian promenade along the Kane Concourse roadway frontage; to establish a living and working environment that are responsive to the needs of the Town's inhabitants; to provide flexibility in planning, design and development; to encourage innovative approaches to the design of the properties; to provide efficient use of land; to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in construction and development technology; and to promote the public health, safety and general welfare of the town.

(b) *Location of District.* The Gateway District is applicable to the following properties: Lot 1 and 2 of Block 1; Lot 1 of Block 2; Lot 32 of Block 3; and Lot 37 of Block 4.

(c) *Permitted Uses.* In the Gateway District, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one (1) or more of the following uses:

- 1) For Lots 1 and 2 of Block 1 – those uses listed in Section 23-5 of the Town's Code.
- 2) For all other Lots referenced in subsection (b) above – those uses listed in Section 23-4 of the Town Code.

(d) *Town Approval.* The property shall be planned and developed according to detailed plans including site plans, floor plans, phasing plans and elevations showing all proposed development on the property as approved by the Town Council.

(e) *Building Setbacks, Building Height and Maximum Density.*

- 1) Kane Concourse - All properties shall have a building setback of not less than twenty (20) feet from the Kane Concourse right-of-way line. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height. A pedestal underground parking structure with no more than five (5) feet of the structure above grade (not including an inclined bridge) but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback, but in no case less than fifteen (15) feet from the Kane Concourse right-of-way. Notwithstanding the above provision, a pedestal parking structure may be constructed within the above setback area to the Kane Concourse right-of-way line for Lot 1 in Block 1 and Lot 37 in Block 4 adjoining the bridge rising eastward towards and across the Indian Creek Waterway, provided that any such development shall provide for a continuous pedestrian environment at

least thirty (30) feet in width, including the sidewalk on the bridge, and continuing flush into the adjoining property appearing as a continuous plaza on the roof of a parking garage and tapered to be not visible toward East Bay Harbor Drive, except as otherwise allowed below. The area must appear as a common open plaza with both visual and physical access to the waterway as approved by the Town. Also, notwithstanding the above provision, a ground level restaurant may extend an enclosed air-conditioned building area closer toward Kane Concourse, but it shall not extend farther than ten (10) feet from the Kane Concourse right-of-way line. Any such ground level restaurant building extension may have a solid covered roof, but the exterior façade shall be primarily transparent (fixed or retractable glass / other clear weather barrier). An indemnification and hold-harmless agreement shall be required for any such extension in a form acceptable to the Town Attorney.

- 2) East Bay Harbor Drive / West Bay Harbor Drive – All properties shall have a minimum setback of twenty (20) feet for buildings up to twenty-five (25) feet in height. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height with a maximum setback of thirty (30) feet. A pedestal underground parking structure with no more than five (5) feet of the structure above grade but completely opaque to the adjoining roadway by earthen berms and landscaping may encroach into the above building setback but in no case less than fifteen (15) feet from the adjoining roadway. To accommodate the need to provide access from East Bay Harbor Drive to the top of any parking structure as the bridge rises toward the Indian Creek waterway, stairs, ramps, lifts and/or supportive walls shall be permitted within the fifteen (15) foot setback area specified herein, provided they are located within twenty-five (25) feet of the Kane Concourse right-of-way and provided the design and appearance are approved by the Town during the Site Plan approval process. Notwithstanding the above, an extended structure covering a drop-off / lobby area may be permitted if approved as part of the site plan.
- 3) Side Property Lines - All properties shall have a minimum setback of ten (10) feet for buildings up to twenty-five (25) feet in height. In addition, for any structure over twenty-five (25) feet in height, the setback shall be increased one (1) foot for each two (2) feet of building height for that portion of the building over 25 feet in height with a maximum setback of twenty-five (25) feet. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be twenty (20) feet. Pedestal parking structures must be completely screened to the adjoining property by earthen berms and landscaping.
- 4) Waterfront Property Lines - All properties shall have a minimum setback of twenty (20) feet, regardless of building height. This shall also apply to underground parking structures. Notwithstanding the above, if an exterior seating area for a ground level restaurant is provided, an extended roof canopy over the seating may be provided, but the roof canopy shall not extend farther than ten (10) feet from the property line. Clear retractable weather barriers may be affixed thereto.

- 5) Flex setbacks - A project designer has the option to offer creative design solutions to the building configurations and the Town Council may allow portions of the building structure over twenty-five (25) feet in height to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of buildings below twenty-five (25) feet in height.
- 6) Building Height - On Lot 1 and 2 in Block 1, Lot 1 in Block 2, Lot 32 in Block 3 and Lot 37 in Block 4, no portion of a building or structure shall exceed twenty-five (25) feet within the minimum principal building setback area but may be increased in height at a ratio of one (1) foot for each two (2) feet of building height over twenty-five (25) feet. The maximum allowable height of buildings or structures is seventy-five (75) feet in Block 1 and in Block 4 and the maximum allowable height of buildings or structures is sixty (60) feet in Block 2 and in Block 3. Notwithstanding the above, if rooftop exterior seating areas for a restaurant located in the building is provided after receiving approval by the Town Council as set forth in the Code, clear vertical retractable weather barriers may be provided over seating areas attached to rooftop canopies, trellis or similar structures.
- 7) The maximum allowable residential density shall be in accordance with the adopted Comprehensive Plan provisions as to the base residential density and any additional allocated density as may be approved by the Town Council.

(f) *Pedestrian Promenade.* The Town desires to continue the established pedestrian promenade along Kane Concourse between East Bay Harbor Drive and West Bay Harbor Drive on the Gateway properties to the adjoining waterways. A minimum ten (10) foot wide waterway access and landscape buffer shall be provided adjoining the Kane Concourse right-of-way. A minimum 8-foot wide pedestrian walkway shall be constructed within the corridor from the adjoining roadways to the seawall and shall connect to the sidewalks along the bridges together with such landscaping deemed compatible and consistent with the overall Kane Concourse promenade appearance. These provisions may be modified as provided for in subsection (e) above.

(g) *Public hearing procedure.* At the public hearing, the applicant shall have the burden of proof in demonstrating how the proposed application complies with the purpose and intent of the Gateway Zoning District code provisions. In determining whether to grant approval of the application with or without appropriate and necessary conditions and safeguards, the Town Council shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:

- (1) Whether the site development plan design complies with at least the minimum standards contained herein;
- (2) Whether the application will have a favorable effect on the economy of the Town;

- (3) Whether the application will generate or result in excessive noise or traffic congestion;
- (4) Whether the application will cause an undue or excessive burden on public facilities, including potable water, sanitary sewer, solid waste disposal, community recreation, transportation facilities or other such public facilities which have been constructed or which are planned and budgeted for construction;
- (5) Whether the application will cause excessive overcrowding or concentration of people or population;
- (6) Whether the application will be compatible with the surrounding area and its development in scale and appearance. The Town shall base compatibility on the existing scale of adjoining development and the allowable scale under the applicable zoning district; and
- (7) Whether the application is a reasonable use of property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.

The Town Council shall have full authority to approve, approve with modifications, or deny a site development plan application based upon its determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare. Likewise, the Town Council shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any development application.

(h) *Ownership requirements.* An applicant for approval shall be the owner(s) of record, a contract purchaser of the property (provide consent from owner of record) or an authorized agent thereof of the entire property encompassed by the application (the "property").

(i) *Application procedure.* The applicant shall submit an application to the Town Manager or his or her designee on a form(s) prescribed by the Town Manager. The Town Manager or his or her designee shall require at least the following information with the application:

- (1) Letter of intent.
- (2) A detailed site development plan showing dimensions of all buildings, structures, setbacks, open spaces, landscaping and off-street parking. In the event that sufficient off-street parking is not available on site to meet existing code requirements, the applicant shall furnish to the Town Manager written documentation of a cross parking agreement or other parking arrangement satisfactory to the Town Attorney, which will provide sufficient parking as determined by the Town Council.
- (3) Proposed floor plans and elevations (including signage) for all buildings and structures. Exterior building materials and colors shall be identified.

- (4) A complete list of uses and the square footage for each use requested.
- (5) A certified copy of a land survey of the property (not more than 6 months old).
- (6) Development review and processing fees as established by the Town Council by Resolution shall be charged for all design review services provided by the Town staff and any consultants. In addition, all costs for advertisements and mailing shall be borne by the applicant.
- (7) Such other documentation as the Town Manager reasonably determines is necessary to properly review the proposed project.

(j) *Legal effect of Town Approval.* Notwithstanding anything in the code to the contrary, the approval of the application shall constitute the approved site development plan and the development regulations applicable to the property. The Town Council shall be prohibited from approving an application that would increase the intensity, density or height of development above that which is allowed by the adopted Comprehensive Plan and any Land Development Regulations to implement the intensity standards.

Any prior land development permits issued by the Town, including but not limited to the PUD Overlay designation on Lots 35 through 37 of Block 4, shall remain in effect until such time as the Town or property owner seeks to remove the designation and/or modify the approved development plan. The development criteria contained in this section shall supercede any other code provisions, however, existing development shall be permitted to remain until re-development is requested.

In the event that the owner wishes to modify an approved site development plan application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space or create an undue burden on any public facilities, a separate and new application shall be filed and shall be subject to the terms and conditions of this section.

In the further event that the owner does not submit complete plans for building permits of the main building to the Town within twelve (12) months and begin development within eighteen (18) months from the date of approval, the Town's approval shall lapse. For the purposes of this section, the term "begin development" shall mean substantial construction such as land clearing, utility construction, foundation work, etc. The term shall not include property fencing, placement of construction trailers, equipment and materials. Once construction commences, construction activities shall occur continuously with regular inspections. The Town, upon a demonstration of just cause by the owner, may grant a reasonable extension of time to commence development. If construction ceases for more than sixty (60) days, the project shall be deemed abandoned and the Town's approval shall lapse.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Alba Chang – Town Clerk
Frank Simone, Esq. – Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 25th, 2021

Subject: Gateway (G) Zoning District
Proposed Code Amendments
Kane Concourse Setbacks / Outdoor Use Weatherization
Town of Bay Harbor Islands
MMPA Acct. No. 01-0702-0400

ISSUE

On November 11th, 2004, the Town adopted Ordinance No. 753 that created the Gateway (G) Zoning District. There have two minor revisions adopted over the years (2008 / 2015). This zoning classification was initially designated on the first lot of each Block that fronts Kane Concourse and the waterways that surround the East Island (Bay Harbor Waterway / Indian Creek). In Block 1 (One Kane Concourse) the owners requested / Town approved a rezoning to rezone both Lot 1 and 2 to the Gateway District in 2007 primarily to have a consistent set of land development regulations for future development. This was applied in the project's approval. The primary purpose of the Gateway Zoning District was to establish special regulations to these sites as prominent visual "gateways" to the Town's East Island. One of the major goals for the community's urban design zoning criteria for the sites was to have "understated" gateways with wider setbacks adjoining Kane Concourse (20') to provide enough space to establish "pedestrian promenades" with wide walkways and landscaped areas similar to the areas along Kane Concourse in the main commercial areas which exists between East Bay Harbor Drive and West Bay Harbor Drive (wide walkways / outdoor dining / landscaping). As to building heights and setbacks a base building setback of 20' was established. If a building exceeds 2-stories (25') the required setbacks increase 1':1' for the additional height up to the 75' maximum height. This forces the major mass of taller portions of buildings to slope away from the roadways. There is a "flex" setback provision to encourage building undulation.

ANALYSIS

As of 2021 the Town has received and approved three (3) of the gateway sites (the Monarch / TRYP 96-room Hotel / Grand Beach 96-room Hotel / One Kane Concourse commercial complex with offices / restaurant). The Town recently acquired the 4th gateway site (Lot 32 of Block 3) as part of the 1177 Kane Concourse mixed-use development approval. A community park is planned for the Town's gateway site. The two hotels have been built and are operational. The One Kane Concourse commercial complex has not been built as yet – but plans are being made to move forward with the construction of the complex in the near future. The One Kane Concourse commercial development team recently approached the Town with their plans and have requested consideration of a few possible Zoning Code / Site Plan condition modifications primarily for a high-end ground floor restaurant use. Most of the requests can be accommodated via administrative staff approvals. The PZB site plan approval Resolution (Res. No. 2112) has a condition that limits rooftop table service. The owners would like permission to have occasional rooftop dining. The PZB will need to consider this revision. As the proposed building is 75' in height no habitable space is allowed due to the Town Charter building height restriction. Finally, any business activity on a rooftop in the commercial areas requires prior Town Council approval of the use - Sec. 23-5 (15). Even though the Town Code has limitations as to rooftop uses and the project approvals have additional restrictions (i.e. Res. conditions).

At the February 10th, 2021 Town Council meeting a discussion occurred on this topic. It appeared consensus was reached on most items. As the One Kane Concourse site is one of four Gateway District sites, any general Code amendments would apply uniformly to allow sites, in the opinion of the Town Attorney, to avoid an appearance of "spot zoning".

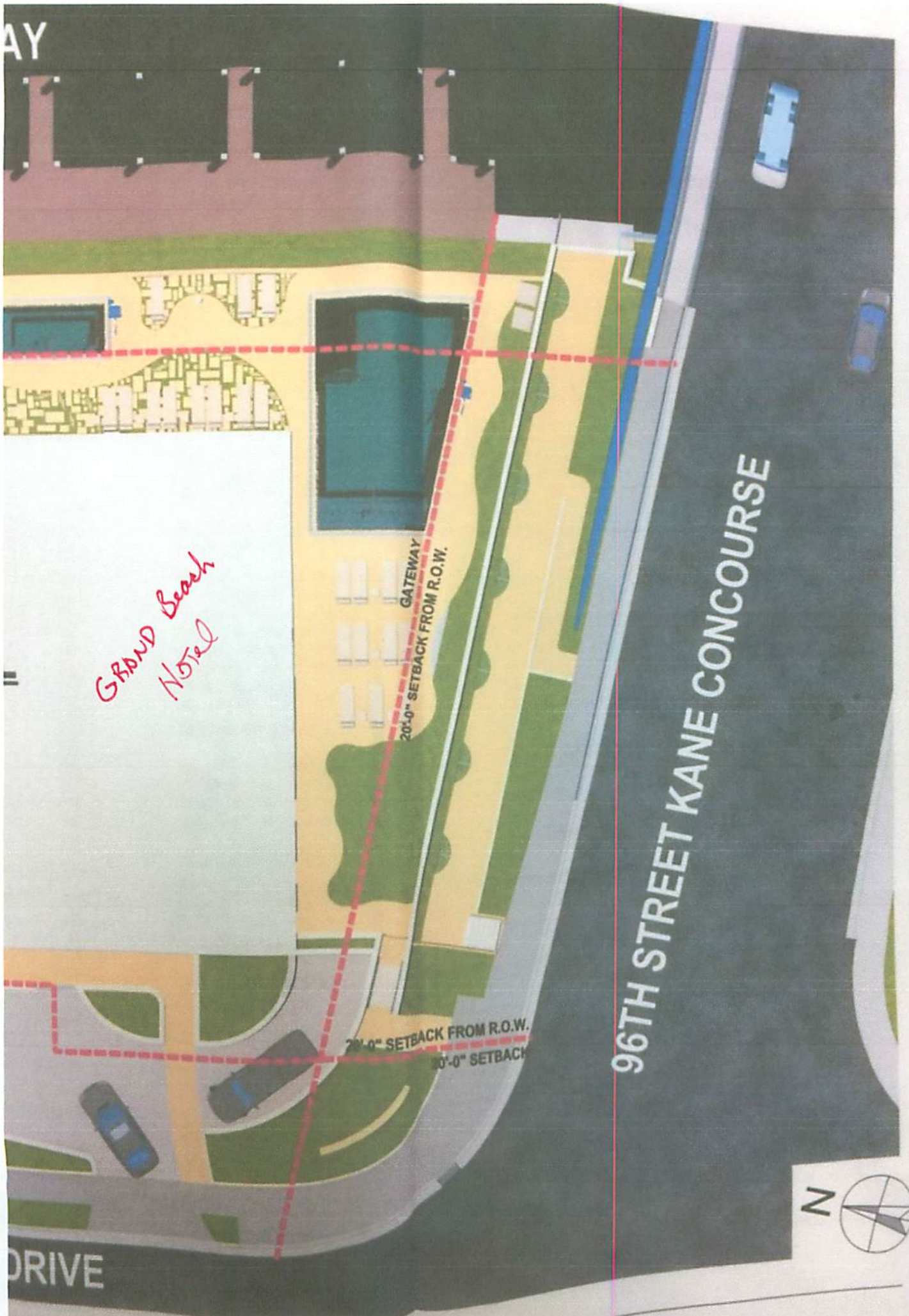
The Code amendments staff feels may be necessary to accommodate the One Kane Concourse developer mostly revolve around a requested reduction in the Kane Concourse ground floor setback. The current Code requires a minimum 20' setback from the Kane Concourse right-of-way to any vertical building surface above the ground. The Code already allows an underground parking garage to extend up to the Kane Concourse road right-of-way line. The intention was the 20' wide pedestrian promenade would be built on top of the parking garage – that is how the One Kane Concourse complex is designed. Adjoining the bridge is a mandatory min. 8' wide walkway with landscaping. The balance of the area next to the building was shown as an outdoor plaza so extra restaurant seats / tables could be added if needed. The developer is seeking to allow a ground floor restaurant to move the vertical wall surface out to a 10' setback from the Kane Concourse right-of-way. While MMPA understands the purpose of their request we are opposed to this Code revision, as it would affect the Town's consistent 30' wide pedestrian promenade corridor and 20' onsite plaza area. We would not be opposed to a cantilevered roof covering with weatherization panels for outdoor seating next to the building. All of the other gateway sites have complied with the Code and built the 20' wide pedestrian promenades (see attached plan excerpts from the Grand Beach Hotel and TRYP Hotel complexes). As a matter of reference 20' is the length of a typical large SUV. 10' is a very short dimension.

If the Town revises the Code, it could be expected that the existing hotels may request similar setback extensions and those plazas would be essentially lost. While staff believes we could administratively approve wider roof overhangs and weatherization panels, a Code clarification would assist us legally, as this is not mentioned.

As instructed MMPA worked with the Town Attorney to draft a proposed Code amendment ordinance to adjust to the Kane Concourse building setback and added weatherization text, that is recommended in any event. MMPA sought to draft new Code amendments very narrowly to apply only to the One Kane Concourse site, as it is the only Gateway site with a commercial land use designation per the Town's Comprehensive Plan Future Land Use Map (FLUM). The Town Attorney has cautioned that site specific Code variations could lead to challenges and allegations of "spot zoning". Based on that legal advice we have drafted the text accordingly.

CONCLUSION AND RECOMMENDATION

Based on the above analysis, MMPA recommends that the Town Council consider the above thoughts on this issue and proceed as desired. MMPA is generally opposed to the requested Kane Concourse setback reduction for the reasons stated (loss of wide pedestrian promenade). Alternatives exist for extended roof covering and weatherization panels. Outdoor dining is encouraged and is prevalent along Kane Concourse with tables / chairs / umbrellas. MMPA / staff recommends the Code be amended regardless of the Kane Concourse setback issue to address weatherization panel allowances, which occurs now with no Code guidance to staff.



Grand Beach
Hotel

GATEWAY
20'-0" SETBACK FROM R.O.W.

20'-0" SETBACK FROM R.O.W.
20'-0" SETBACK

96TH STREET KANE CONCOURSE

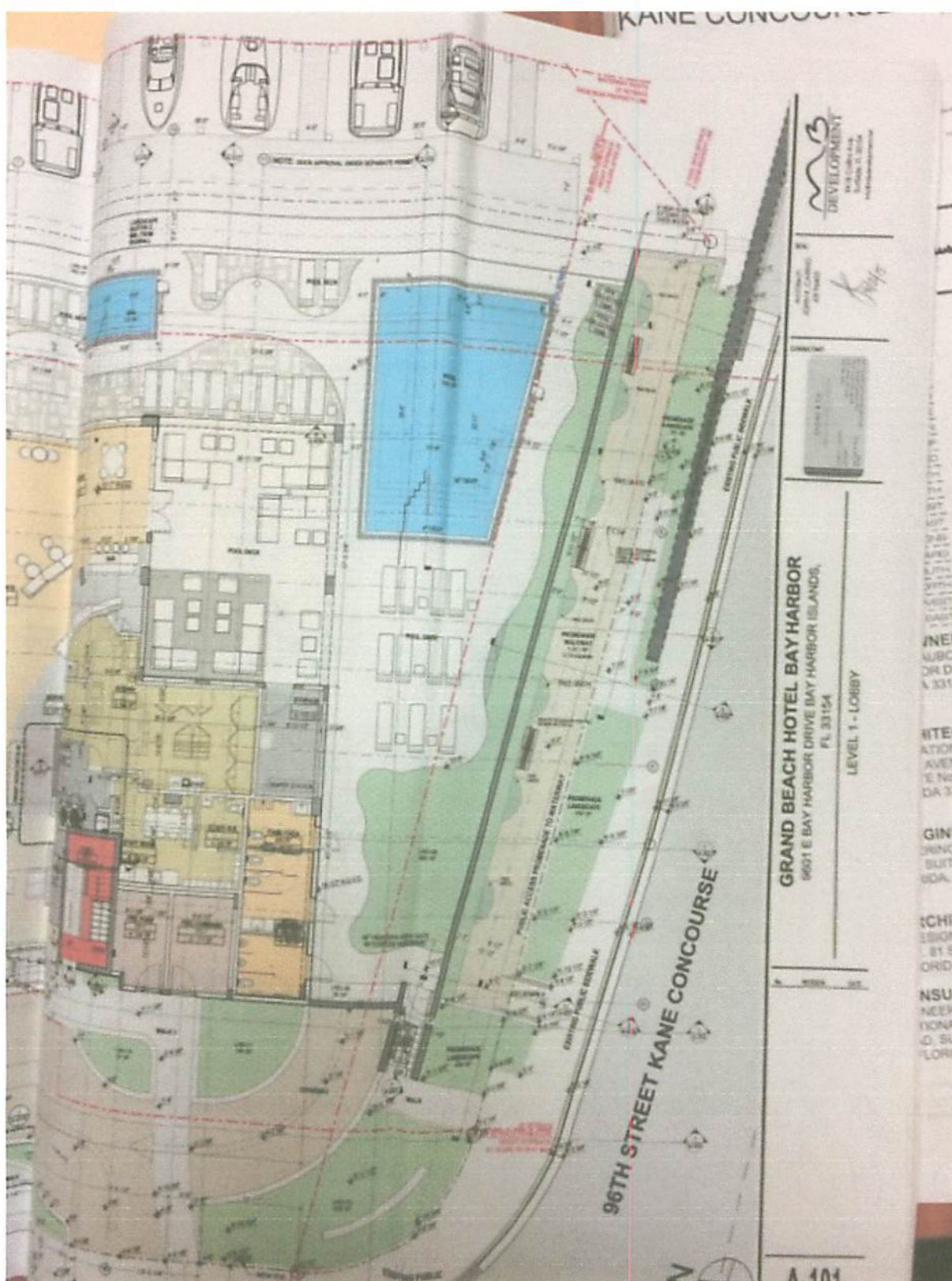


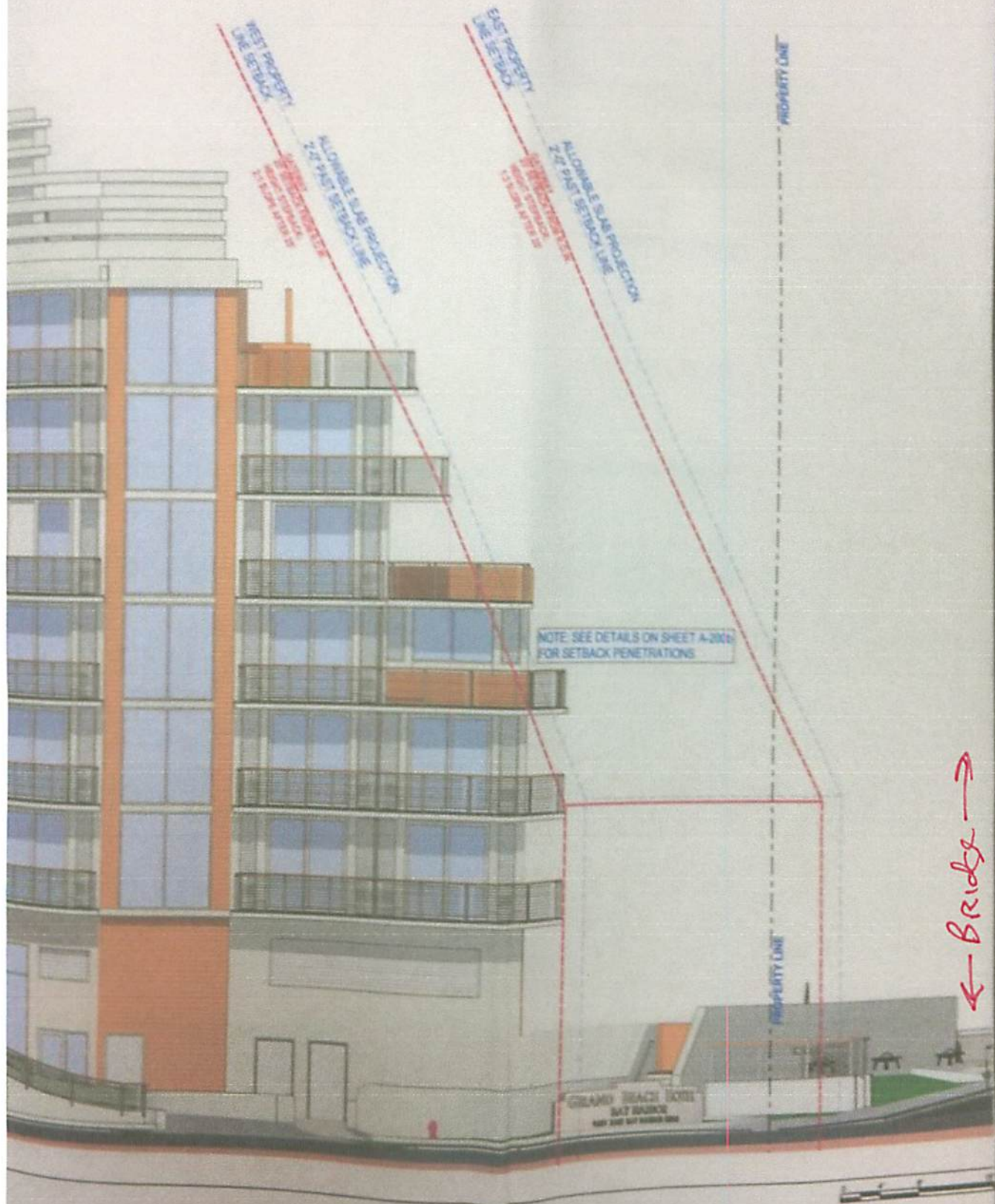
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33414

Architect:
JOHN L. CAIRNS
A/E 94603

CONSULTANT:
CAIRNS & CO.
ARCHITECTS & ENGINEERS

REVISION





← Bridge →

GRAND BEACH HOTEL BAY HARBOR
 9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
 FL 33154

WEST ELEVATION

DEVELOPER
 9418 G
 9418 G
 9418 G

ARCHITECT
 JOHN E. CARRO
 AIA 11403

CONSULTANT
 9418 G
 9418 G
 9418 G



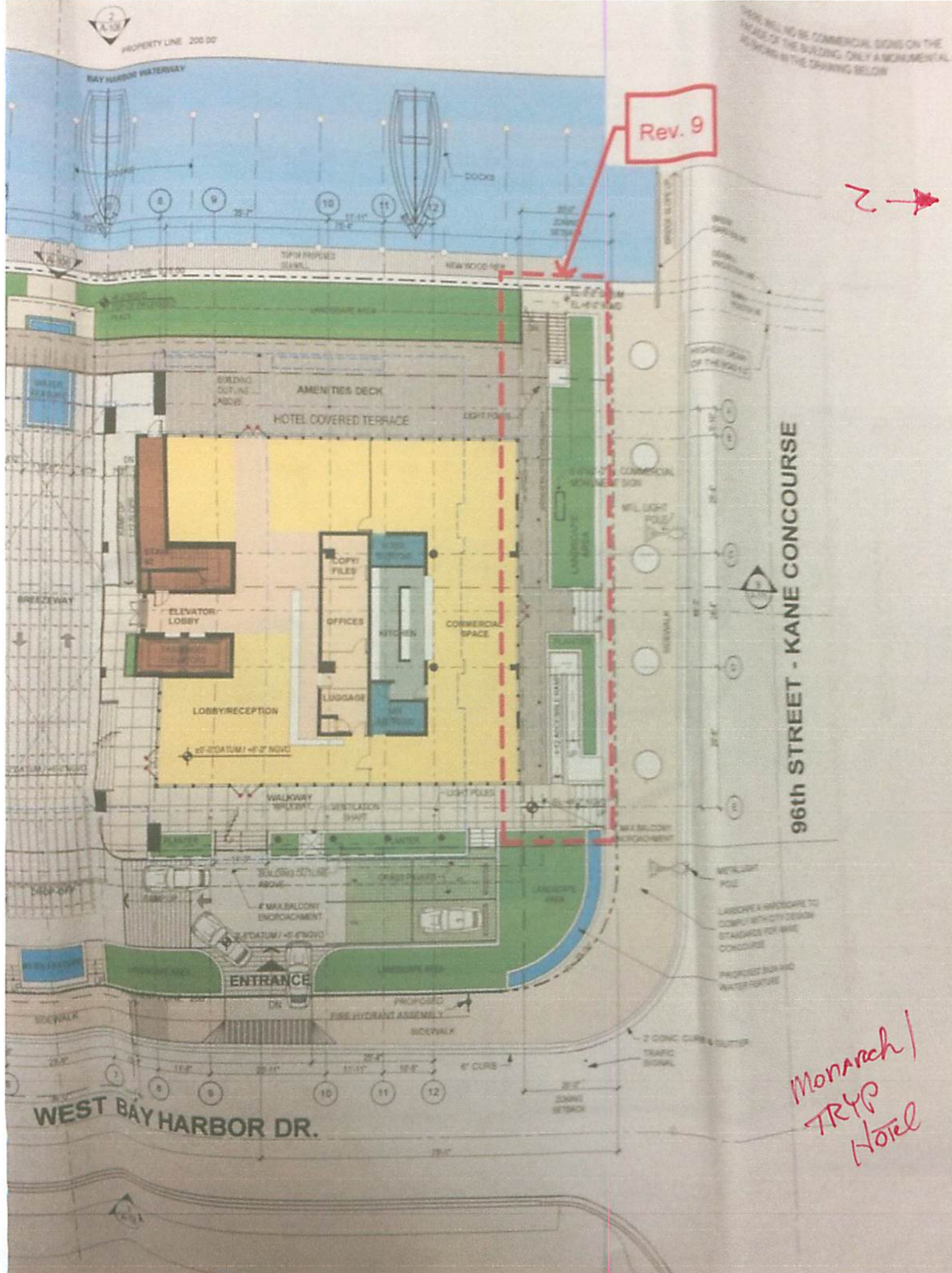
PROPERTY LINE 200.00'

BAY HARBOR WATERWAY

NO SIGNAGE OR COMMERCIAL SIGNS ON THE
FRONT OF THE BUILDING. ONLY A MONUMENTAL
SIGNAGE IN THE DRAWING BELOW

Rev. 9

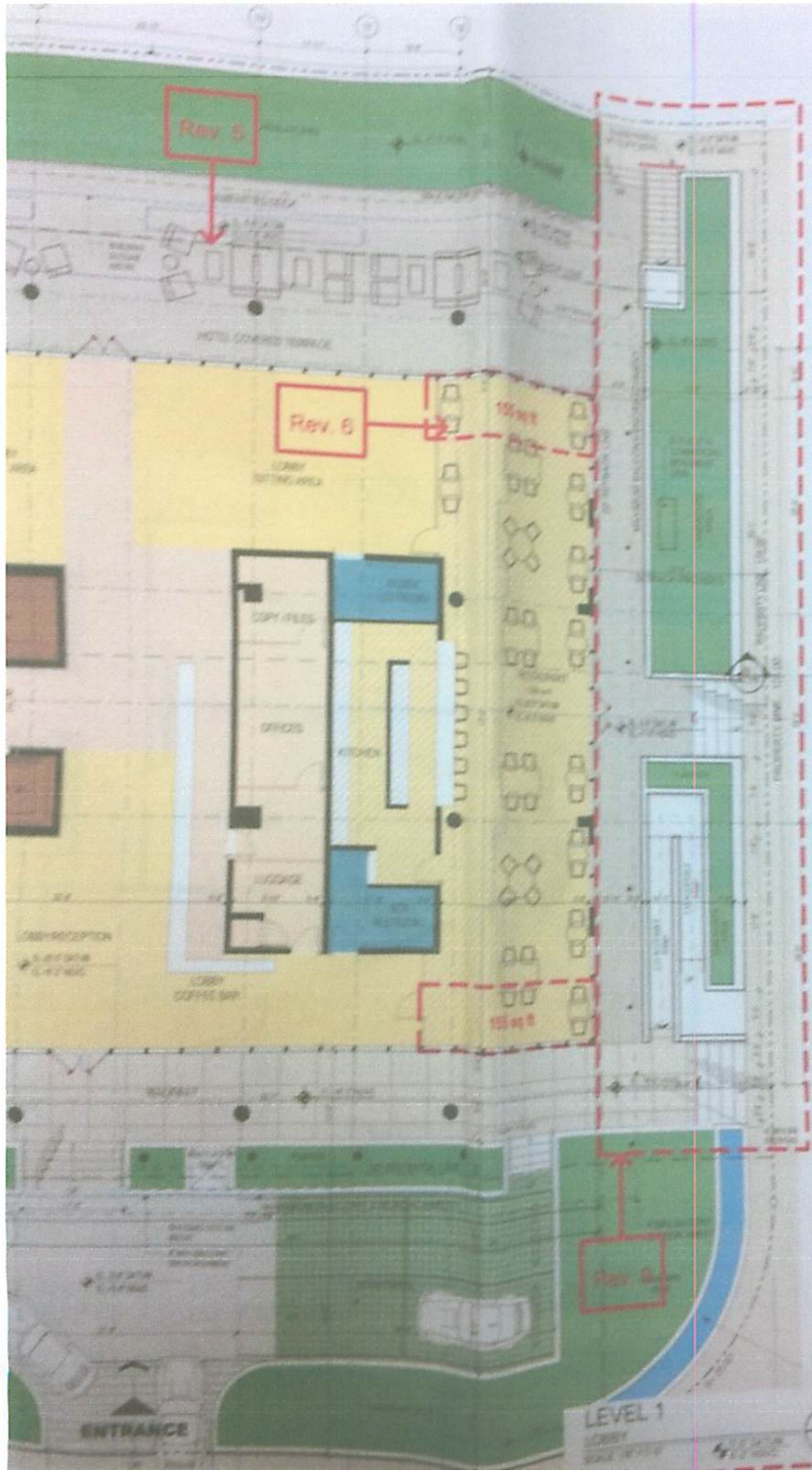
2 →



96th STREET - KANE CONCOURSE

WEST BAY HARBOR DR.

Monarch /
TRYP
Hotel



revuelta
ARCHITECTS
PHOTOGRAPHY

Client
Bay Village Condos, LLC

Project Location
1100 N. 1st St.
Miami, FL 33132

[Signature]
Date: 11.28.12

Project Name
MONARCH HOTEL
PROJECT

MONARCH HOTEL

Bay Village Condos, LLC - FL 33132
1100 N. 1st St. - Miami, FL 33132

CONSTRUCTION

BAY VILLAGE
CONDOS, LLC.

SCHEMATIC SET

Rev. 1/28/12

CONTRACT

Date:
11.28.12
Drawing:
L101
Client:
Bay Village
Scale:
As Shown
Project No.:

LEVEL 1
LOBBY
SCALE: 1/8" = 1'-0"

1231
A-10P

11/20/11
11/20/11
11/20/11

DESIGN BY

Handwritten signature

PROJECT
AF-0007872

MONARCH HOTEL

Bay Harbor Islands - FL 33154

OWNER INFORMATION

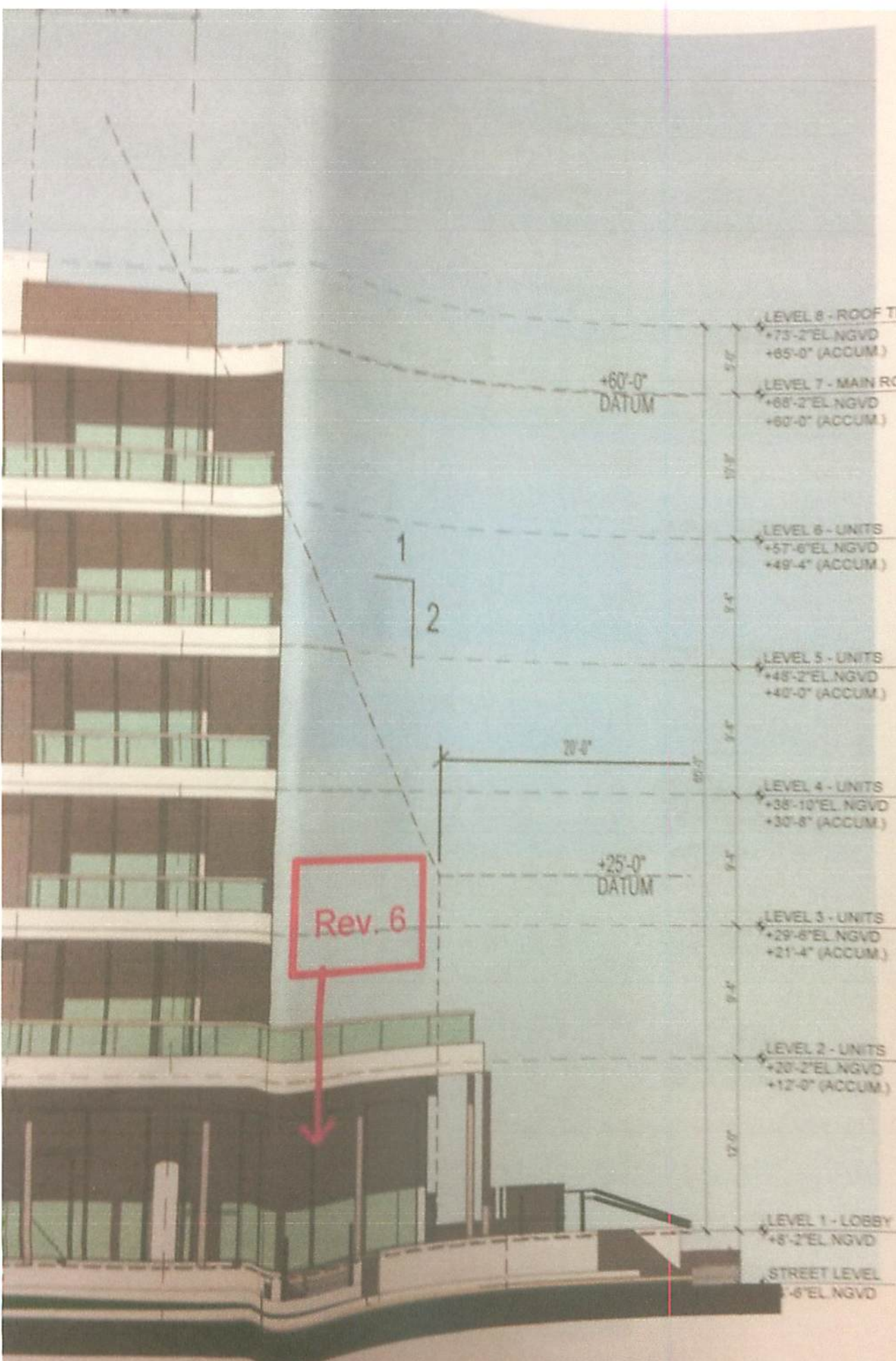
BAY VILL
CONDOS,

SCHEMATIC

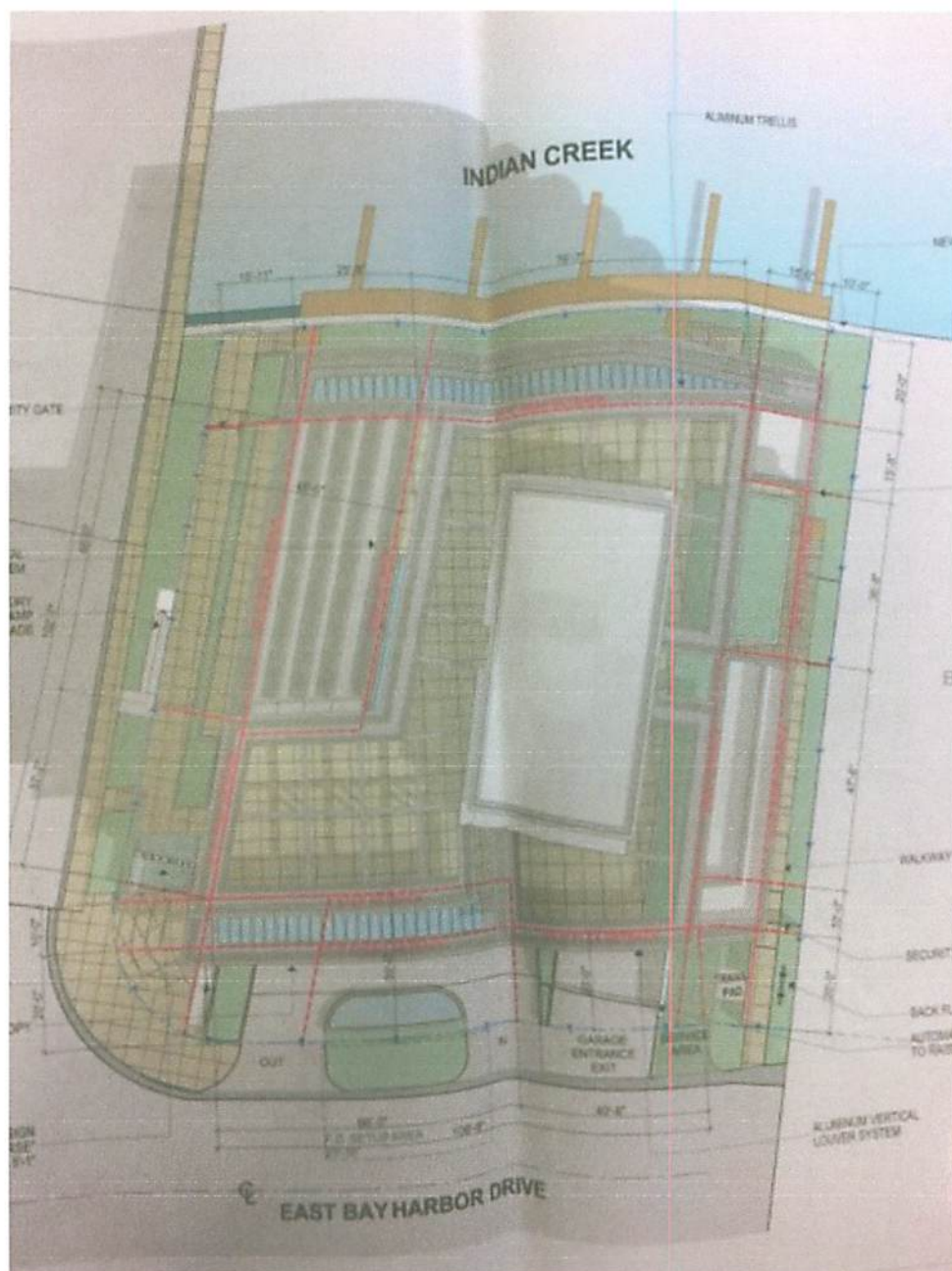
Permit Revisions

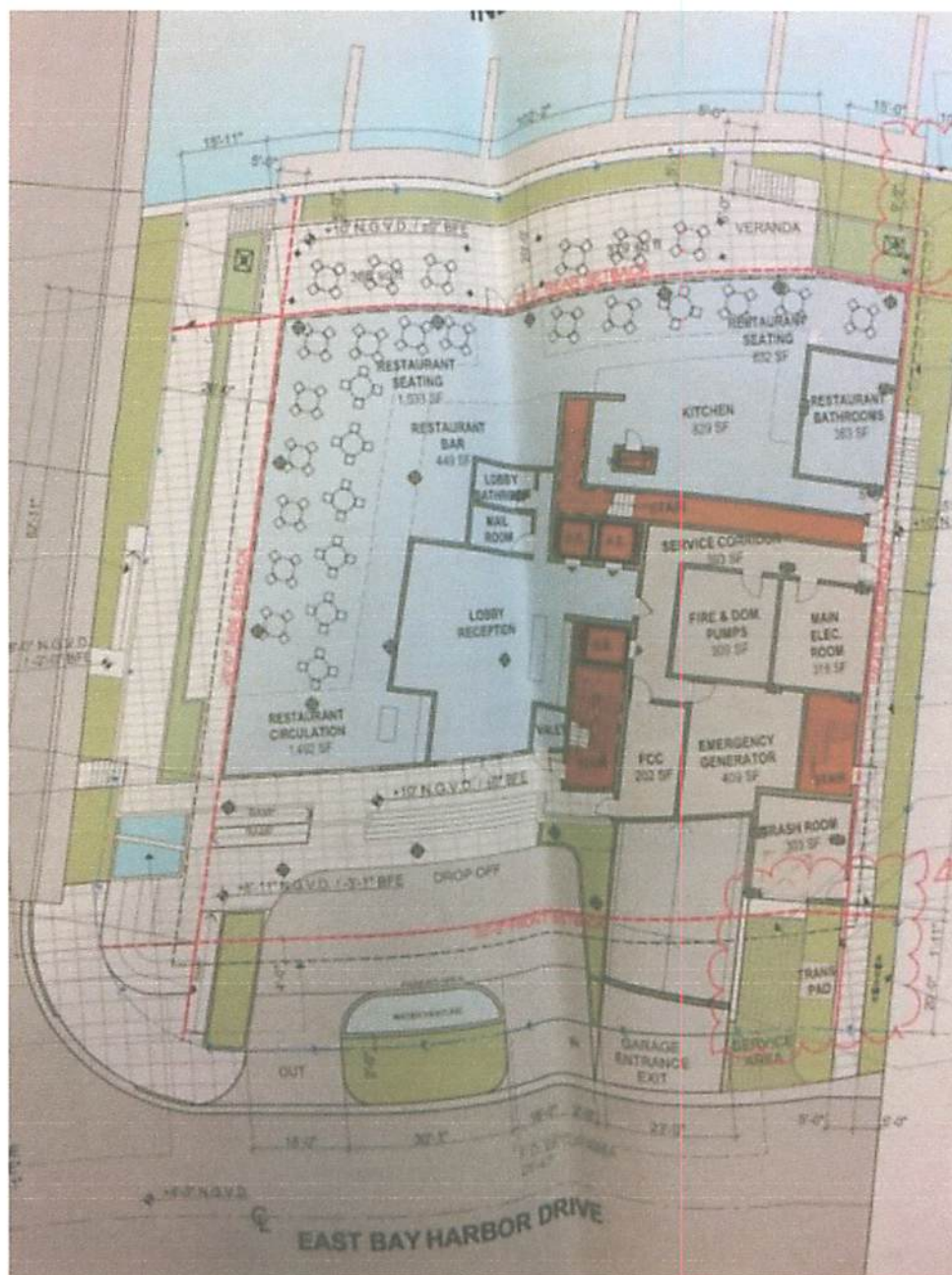
CONSULTANTS

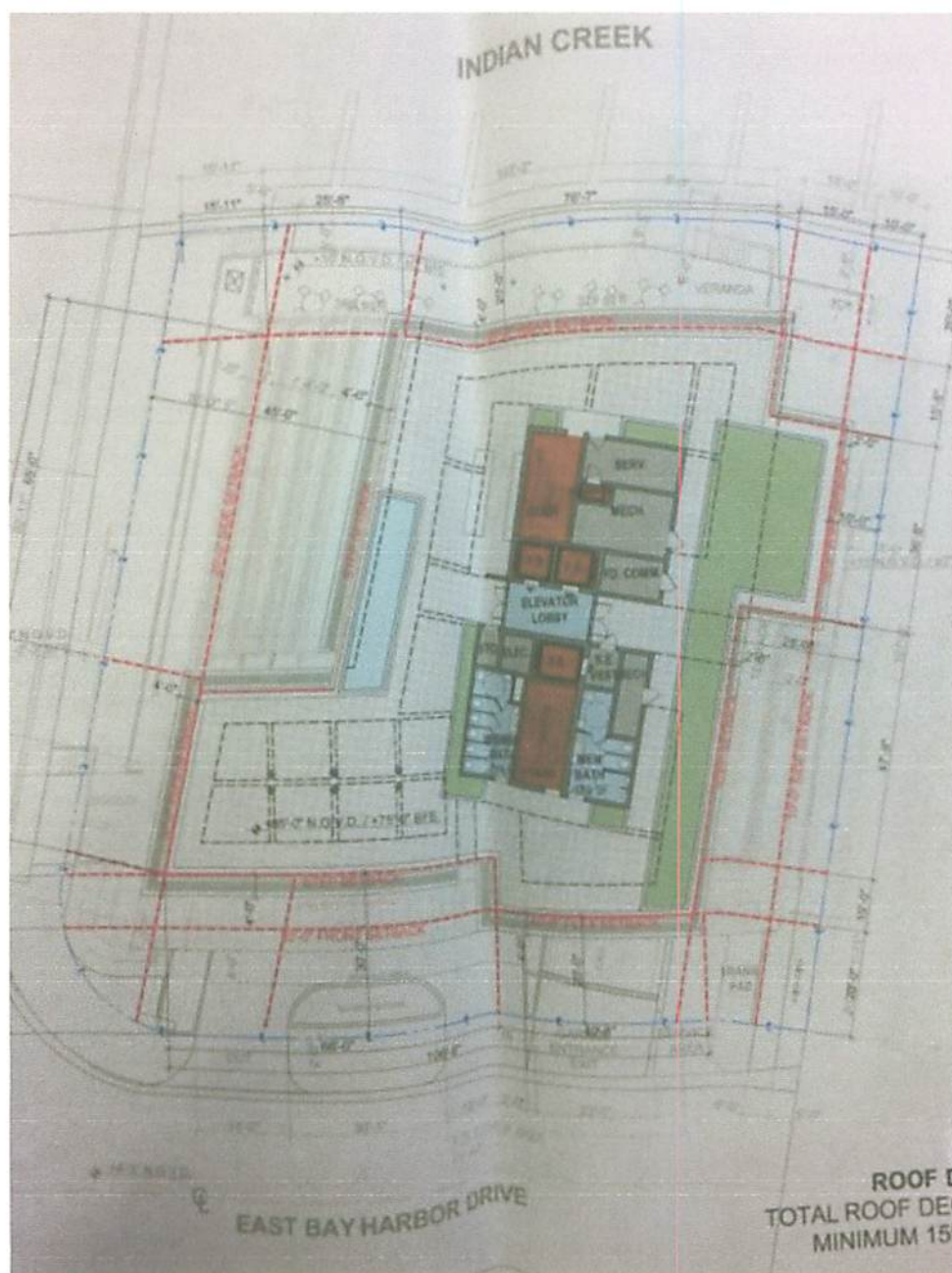
Rev. 6



EAST ELEVATION
11'-0"













96 Street
Kane Concourse

E Bay Harbor Dr

MAY USE
FULL LANE

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 20.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Council Member Bruder amending Chapter 12 of the Town Code to modify the decibel noise limits allowed in the Town. Enclosed is a copy of the proposed ordinance and staff report prepared by Town Planner Michael Miller.

DESCRIPTION:

The proposed ordinance on first reading is being sponsored by Council Member Bruder to address the noise levels of emergency generators. The language of the ordinance addresses the emergency power generators exemptions as it relates to the periodic maintenance cycle runs.

Enclosed is a copy of the proposed ordinance and staff report prepared by Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
 Stephanie Bruder, Council Member

ATTACHMENTS

1. Draft Noise Ord May 19 2021
2. BHI TC Staff Report EPG Noise Code Rev May 20 2021
3. BHI EPG Code Rev Backup Docs May 2021
4. BHI EPG Noise Code Rev Picture May 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO NOISE AND MAXIMUM DECIBEL ALLOWANCES; AMENDING ARTICLE II OF CHAPTER 12 OF THE CODE TO MODIFY THE DECIBEL NOISE LIMITS ALLOWED IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues, and if felt to be appropriate amends the Town's Land Development and Code Regulations accordingly; and

WHEREAS, the Town Council has examined the current Nuisance Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by modifying allowed decibel limits permitted in the Town for emergency power generators during disasters, routine maintenance, and installation; and

WHEREAS, the Town previously retained the services of a respected acoustical expert to assist the Town in the analysis of reasonable noise regulations; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Nuisance Code Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Nuisance Code is hereby amended to modify Chapter 12 to modify the decibel limits for emergency power generators during disasters, routine maintenance, and installation, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2021.

PASSED on Second Reading this ____ day of _____, 2021.

JOSHUA D. FULLER
Mayor

ATTEST:

ALBA L. CHANG
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
Town Attorney

EXHIBIT “A”

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 12

NUISANCES

ARTICLE II. NOISE

Sec. 12-20. - Purpose.

The purpose and intent of this article is to control and restrict noises that may cause hardship or offense to residents or disrupt their right to the quiet enjoyment of their property.

Sec. 12-21. – Definitions.

Appliance means any air conditioner, pool pump, clothes washer, clothes dryer, or generator in service within the town prior to the effective date of this section.

Commercial landscaping means the cutting or trimming of grass, trees, shrubs or other foliage by a business entity or individual other than the owner or resident of the property for a fee.

Construction activity means any activity associated with the construction, renovation, repair alteration or demolition of any building, structure or any part thereof.

Noise means any audible sound emanating from any source.

Noise disturbance means any sound in quantities which are or may be potentially harmful or injurious to human health or welfare, or which unnecessarily interferes with the enjoyment of life or property, including outdoor recreation, of a reasonable person with normal sensitivities. Noises measured at an A-weighted equivalent sound level (Leq) in excess of 65 decibels between the hours of 9:00 a.m. and 10:00 p.m. (daytime decibel levels) or in excess of 60 decibels between the hours of 10:00 p.m. and 9:00 a.m. (nighttime decibel levels), taken with a calibrated sound level meter at the location of the dwelling unit or premises of the complaining party shall be considered prima facie evidence of a violation of this article. If there is no complaining party, the measurement shall be taken at approximately 100 feet from the property from which the noise is emanating.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and A-weighted sound level network with fast and slow integrating time constants used to measure sound pressure levels. The sound level meter shall be capable of measuring the A-weighted equivalent sound level (Leq) and maximum sound level. The period of time over which sound levels are measured shall reflect the nature of the sound.

Sec. 12-22. - Prohibited acts generally.

The following acts and the causing or permitting thereof, are presumed to be in violation of this article.

- (1) Operating or playing any radio, television, phonograph, drum, musical instrument or other machine or device for the production, reproduction or amplification of sound which creates a noise disturbance.
- (2) Owning, possessing or harboring any animal or bird which frequently or for a continued duration howls, barks or makes other noises which create a noise disturbance.
- (3) Operating or causing the operation of any tools or equipment used in construction activity and landscaping outside the hours specified in [section 12-26](#) without first receiving a permit from the town manager pursuant to [section 12-25](#).
- (4) Using or firing explosives, firecrackers, firearms, sirens or similar devices, except in an emergency, or using or firing firecrackers, skyrockets or the like if prior permission is not obtained from the town manager.

Sec. 12-23. - Exceptions.

The terms and prohibitions of this article shall not be applied to or enforced against:

- (1) Any motor vehicle, motor boat or other vehicle of the town, the county, the state or licensed public utility vehicle within the town while engaged in necessary public business.
- (2) The use of ~~electric~~ emergency power generators during a state of emergency as declared by the state, county or town; during periodic emergency power generator maintenance cycle runs in accordance with the provisions set forth in Sec.5-19.3; or during the time of installation or repairs to meet Florida Building Code (FBC) or Fire Code operational testing period and sign-off. In no event shall the sound rating value of an emergency power generator exceed 75 dBA in a single-family district or 85 dBA in all other areas. The use of noise / sound attenuation methods, including but not limited to, mufflers, acoustic sound barriers and construction methods, fences and walls shall be required to achieve compliance.
- (3) Noise generated for the purpose of alerting someone to an emergency or in the performance of emergency work.

Sec. 12-24. - Appliance replacement.

Appliances emitting noises that constitute a noise disturbance must be made to comply with the provisions of the chapter or must be removed from service in accordance with the following schedule:

- (1) Appliances emitting noises with a decibel level exceeding the permissible level (65 decibels) by ten or more decibels must be removed from service within one year from the date on which this ordinance [chapter] is adopted.

Sec. 12-25. - Permits.

- (1) *Authorized.* Upon written application to the town manager or his designee submitted a minimum of seven days prior to the event or project at which noise levels are expected to reach the level of a noise disturbance, a permit may be granted exempting an individual from the prohibitions or hour restrictions contained in this article, subject to such conditions as the town manager may impose. The decision of the town manager shall be final and not subject to appeal, except by writ of certiorari in accordance with law.
- (2) *Application.* The application for a permit under this section shall contain the following information:
 - (a) The name, date of birth, address and telephone number of the person who will be in charge of the activity or event for which a permit is requested (the "supervisor");
 - (b) The name of the person, company or organization seeking the permit;
 - (c) The exact dates and times for which the permit is sought;
 - (d) The exact location of the activity or event for which a permit is requested;
 - (e) A description of the activity or event for which a permit is requested.
- (2) *Administrative procedures.* The town manager is hereby authorized to promulgate reasonable rules and procedures for application for, issuance and revocation of such permits. These rules and procedures shall serve to implement the intent and purpose of this article so that necessary and beneficial activities may occur while providing for protection of the public.
- (3) *Supervisor to be present at event.* The supervisor of the activity or event for which the permit is sought must remain at the location of the activity or event during the entire time stated in the permit.

Sec. 12-26. - Permissible hours for construction activity and landscaping.

- (1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:

- (a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.
 - (b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
 - (c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.
 - (d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night-time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.
- (2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.
 - (3) Notwithstanding the 9:00 a.m. start time provided for in Sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

- (a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.
- (b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.

Sec. 12-28. - Granting exceptions.

Whenever and wherever it shall appear to the satisfaction of the town manager that work on buildings within said town is of such a nature that the same cannot be stopped immediately within the time specified herein without substantial loss and damage to the contractor or the owner of said property, then, and only then, the town manager is hereby authorized in his discretion to except said work from the provisions of hereinabove only until the time necessary to complete such emergency work, or to relieve such undue hardship.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday, Town Manager
Joseph S. Geller, Esq., Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 20th, 2021

Subject: Town of Bay Harbor Islands
Proposed Land Development Code Amendment
Noises – Revisions for Emergency Power Generators (EPG)
Maximum Decibel Allowances
MMPA Acct. No. 01-0702-0500

ISSUE:

At the last TC meeting Councilmember Bruder asked about possible changes to the Town Code concerning Emergency Power Generators (EPG) noise levels. The Town has an existing Nuisance / Noise Code (Chapter 12) and regulations for EPG in the Zoning Code (Chapter 23). Both address EPG from a locational setback / screening standpoint as well as noise regulations. Commonly in single-family areas when owners seek to install an EPG there are occasional issues meeting the noise limits with some of the available EPG products and later with required periodic maintenance testing. Likewise, some of the new multifamily complexes that have much larger EPG and/or older complexes are adding them (but there is no room & screening & noise issues). The Town Code currently has one dBA limit for all sounds (65). In 2015 when the last Code update was done the Town retained a noted expert (Seibein Associates) that prepared a detailed noise study of the Town and recommended Code language / decibel limits. There is an exception for EPG noise during disasters – and a few others. But there nothing in the Code for installation testing (Bldg. & Fire) and periodic maintenance operation.

Some of the EPG manufacturers noise emissions (smaller single-family sizes) have slightly higher noise levels than the Town allows (67 - 72+/- dBA) and larger commercial units can be much higher. Typically, larger commercial installations occur in an interior mechanical room, placed on a roof, and/or are placed in other sound quieting enclosures (visual screening / noise). For single-family installations, the EPG are typically outdoors but elevated to meet BFE, so landscaping cannot screen them. Often those EPG are very visible at 8'-10' above grade. The Town Code requires fences / walls for screening and noise abatement.

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Following are common facts / information about EPG from our research and industry standards:

- 1) It is true that manufacturers typically state the decibel readings at 23 feet away from the EPG unit. No one I talked to knows why.
- 2) In a recent field test in the City of Pine Crest measured at 3 feet from the side of the EPG, the meter reading was about 60 decibels. At the back of the EPG where the exhaust was located the reading was 74 decibels. At the front of the EPG, it was about 71 decibels (Guardian EPG). Of course these readings would not apply to small temporary EPG after storm events; only large permanently installed units.
- 3) A Pre-cast slab was highly recommended in lieu of a poured slab.
- 4) A typical 40kw EPG that can power an entire house emits between 65-75 decibels measured about 3-5 feet from the units on the side of the unit when the unit is running at 100% load.
- 5) All newer EPG have advanced muffler systems that emit the noise and exhaust downward to the ground and either face to the front or rear of the unit (not the side). This significantly reduces noise and exhaust emissions.
- 6) 8 out of every 10 installations include an underground Propane Gas tank of 250-500 gallons. However, in the Town there is existing underground gas service.
- 7) In almost all instances the EPG are placed within side yards near the meter boxes and screened with fences or walls and supplemental landscape materials. Because EPG / other mechanical equipment must now be elevated to meet BFE (5'-6' above the ground), landscaping shrubs (usually 3'-4' tall) do not screen even the stand, let alone the mechanical equipment. Landscaping does not limit noise emissions at all. That is why the Town's Code and most other municipal Codes were modified several years ago when the Bldg. Codes changed to elevate all mechanical equipment.
- 8) During a typical weekly test cycle a typical EPG emits about 58-60 decibels as the unit is in a scaled back test mode.
- 9) The NFPA Fire Code (4.1.1) requires the source of emission to be not less than 5 feet from a habitable space opening (window / door but not a garage unless it is air-conditioned). The Florida Building Code tends to require a 10-foot separation.
- 10) The energy source must be located not less than 10 feet from the ignition switch (not the EPG in total).

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SUMMARY

As requested MMPA researched the matter and prepared a draft Ordinance with suggested text modifications. We researched some industry standards and a few comparable local municipal Codes. Most other Codes are similar - but we noted some differences in dBA / other criteria. In all cases either EPG are exempt from the normal dBA limits or a higher dBA is allowed (see Boca Raton / Golden Beach Code excerpts).

Noise emissions are affected by many items such as air temperature, humidity, wall surface locations and materials, etc. Considerable research has been done over the years by scientists to study impacts of various noise emissions. The industry research was informative and we feel the adjusted Town rules would be adequate to allow the EPG but protect neighboring properties.

The Building Official and other Town staff have reviewed the draft Ordinance and concur / had no objections with the recommended Code revisions. MMPA recommends the Town adopt the Ordinance as drafted.

Sec. 5-19.3. - Emergency power generators.

Emergency power generators (EPG). Emergency power generators may be permitted, subject to the following restrictions:

- (a) Prior to installation, a property owner shall obtain a building permit from the town for the installation of a permanent unit. The town shall review all such permit applications to ensure such installations minimize the visual and acoustic impacts on adjacent properties.
- (b) Special attention shall be paid to the placement of the generator, the use of sound attenuating materials and the reasonable containment of sounds and exhausts that will be created by the operation of any EPG. A permanent EPG must be placed only in a side or rear yard area with a minimum setback of five feet from the property line. Notwithstanding the above yard and setback provisions, the town may approve alternative yard locations such as front or street side yard areas if the EPG is properly screened. The EPG must be placed as close to the main building as possible allowing for service to the EPG. A temporary EPG shall be located on the property to minimize visual, noise, vibration and exhaust impacts on adjacent properties.
- (c) The EPG maintenance cycle run shall be permitted a maximum of once per week between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday only, and shall continue for no more than the manufacturer's recommended duration, but not to exceed 30 minutes per cycle.
- (d) Permanent and temporary EPG may only be operated for nonmaintenance purposes when the town and/or county declare a state of emergency, or whenever there is a power outage. EPG shall not be used as a substitute for normal electrical power.
- (e) All permanent EPG shall be screened from view from adjoining properties and any street by the use of a wall, fence, a combination thereof, as well as supplemental landscaping.
- (f) EPG shall be deemed to emit an excessive and unusually loud noise when the sound pressure level measured at the property line or boundary nearest the unit exceeds the limits listed in chapter 12, article II entitled Noises.

(Ord. No. 662, § 1, 5-8-00; Ord. No. 783, § 1(Exh. A), 11-14-05; Ord. No. 789, § 1(Exh. A), 2-13-06; Ord. No. 850, § 1, 9-8-08)

Sec. 10-66. - Fans and air conditioners.

- (1) It shall be unlawful to create any excessive and unnecessary loud noise by the use or operation of any noise-creating air conditioner, compressor unit, power fan or blower or the electric motor or any engine used to drive such device, the operation of which causes such excessive and unnecessary noise, unless such noise is muffled and deadened by adequate noise suppression and muffling devices to eliminate annoyance and disturbance to persons within the range of hearing.
- (2) Upon the effective date of this article, the location and placement of all new or replacement air conditioning equipment on the outside of the building or structure it serves shall be specified by the city manager or designee, and shall be so shown and designated on the plans and specifications for such construction as the city manager or designee directs. In addition, the city manager or designee shall require compliance with all reasonable sound abatement measures and sound screening which may be necessary or desirable to prevent such air conditioning equipment from creating excessive or unnecessary noise. All such air conditioning equipment hereafter installed in the city shall carry the manufacturer's certification of the sound rating thereof, as determined by the applicable standards of the Air-Conditioning and Refrigeration Institute or the American Society of Heating, Refrigeration and Air Conditioning Engineers, which sound rating shall not exceed a value which will cause the limits of section 10-72 to be exceeded. All pertinent information and data as to the sound ratings of such equipment shall be furnished to the building division at the time application for the building permit is made.
- (3) The following provisions shall apply to emergency generators in all residential districts.



Emergency generators installed in all residential districts shall be exempt from the sound rating values set forth in section 10-72, Code of Ordinances when operated during power outages; provided however, in no event shall the sound rating value of emergency generators in any residential district exceed 72 dBA. Emergency generators in all residential districts may be operated for testing purposes 1 time for a period not to exceed 30 minutes in any 7-day period. Testing of emergency generators in all residential districts is permitted between the hours of 11 a.m. through 5 p.m., Monday through Saturday. No testing of emergency generators in any residential districts is permitted on Sundays or federal holidays.

(Code 1966, § 10A-27; Ord. No. 4636, § 1, 3-19-02)

Sec. 66-92. - Permanent Electric Standby Generators.

- (a) *Permitted zoning districts.* Permanent Electric Standby Generators shall be permitted to be located in all residential zoning districts, subject to the regulations set forth in this section.
- (b) *Location.* The hierarchy of the location, from most to least preferred, shall be as follows:
 - (1) Roof and terrace top;
 - (2) Front yards;
 - (3) Rear yards; and
 - (4) Side yards.
- (c) *Setbacks.* The following setback requirements shall apply when placing a Permanent Electric Standby Generator in the following locations:
 - (1) *Front yard.* When located in the front yard, a Permanent Electric Standby Generator shall be set back a minimum of 20 feet from the public right-of-way and five feet from the adjacent Side Property Line.
 - (2) *Side yard.* When located in a side yard, a Permanent Electric Standby Generator shall be located within five feet of the principal building.
 - (3) *Rear yard.* When located in a rear yard, a Permanent Electric Standby Generator shall be located within five feet of the rear of the principal building and set back a minimum of ten feet from the adjacent Side Property Line.
- (d) *Visual screening.* All Permanent Electric Standby Generators shall be completely screened on all sides by the use of walls, fences, landscaping, or other material approved by the Town Building Official.
- (e) *Sound.* A Permanent Electric Standby Generator shall not emanate noise greater than 100 decibels as measured from the nearest adjacent property line with a calibrated Sound Level Meter.
- (f) *Fuel source.* The fuel source for all Permanent Electric Standby Generators shall be limited to natural or propane gas.
 - (1) *Natural gas.* If natural gas is used as the fuel source for the Permanent Electric Standby Generator, the natural gas shall be provided through an underground line connected to a supply at or within the public right-of-way.
 - (2) *Propane gas.* Propane gas shall be stored in propane gas storage tank(s). Propane gas storage tank(s) shall be limited to 500 gallons or less if placed above ground and 1,000 gallons or less if buried underground. Such tank(s) shall be installed in accordance with NFPA 58, as amended. When located in the front yard, propane gas storage tank(s) shall only be permitted to be located below ground. When located above ground in the rear or side yard, such tank(s) shall be installed on structural slabs with the necessary wind uplift connections, screened from view in accordance with subsection (d) above, and located a minimum of five feet from the adjacent Side Property Line.

(Ord. No. 523.07, § 3, 8-21-07)

Sec. 90-67. - Emergency power generators.

The following requirements apply to permanent and temporary emergency power generators located in all zoning districts:

- (1) Permit: The property owner must obtain a building permit for the installation of an emergency power generator.
 - a. The town shall review all such permit applications to ensure such installations minimize the visual and acoustic impact on adjacent properties.
- (2) Special attention shall be paid to the placement of the generator, the use of sound attenuating materials, and the reasonable containment of sounds and exhausts, which will be created by the operation of any emergency power generator. The preferred placement shall be as follows: For all new construction, permanent emergency generators must be placed in the rear of the property; for residential structures existing as of September 1, 2006, permanent generators may be placed in the front of the house if placement in the rear is not feasible. In no instance shall generators be placed in the setbacks.
 - a. *Screening:* Emergency power generators that are not located within, or completely screened by a building, shall be screened from view when adjacent to or visible from a public right-of-way or from adjacent parcels of property. Screening may include the use of fences, walls, or hedges, or a combination thereof and such screening shall meet all relevant Code requirements.
 - b. *Placement of temporary generators:* Temporary emergency power generators shall be placed outdoors at least ten feet from any opening or window.
 - c. *Maintenance cycle:* The generator's maintenance cycle run shall be permitted a maximum of once a week between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday only, and shall continue for no more than the manufacturer's recommended duration, but not to exceed 30 minutes per cycle.
 - d. *Allowed usage:* Emergency power generators may only be operated for non-maintenance purposes whenever there is a power outage. Generators may not be used as a substitute for electrical power.
 - e. *Code enforcement and removal:* Generators, which are in violation of the provisions of this section, shall be subject to immediate removal and code enforcement action.

(Ord. No. 1558, § 2(Exh. A), 8-10-10)

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How Loud is a Generator?

19th Jun 2019

The noise level of a generator is a major factor in determining the right model for its application. Many places have noise regulations that may impact generator usage, particularly at night. Loud generators are unsuitable for many applications, including camping, powering outdoor events, and caravanning.

All generators are labeled with a decibel rating. For every increase in 10 decibels, the noise level is 10 times more powerful. So a generator that runs at 70 decibels is ten times as loud as a generator that runs at 60 decibels.

The decibel which is normally abbreviated dBA is the unit used to measure the intensity of a sound. The human ear is incredibly sensitive, a person's ears can distinguish between wide ranging sounds such brushing their fingers on a notepad to the loudest explosion or Jet aircraft. To put these differences into perspective a jet aircraft is 1,000,000,000,000 times louder than the quietest audible sound.

Looking on the decibel scale, the smallest audible sound which is near silence registers at 0 dB. An increase of 10 decibels equates to a 10 fold increase in noise to your ear.

Generators are measured and compared within the industry @ 7 metres. To comply with industry regulations all generators have to be marked in LWA this is a different measurement of sound which is taken from a different distance. for an example a quiet Honda EU22i is rated at its lowest at 52 dBA @ 7 metres on the LWA scale this would equate to approximately 88 decibels.

For the ultimate in quiet performance, Inverter series generators truly live up to their name. Thanks to their totally enclosed body and inverter technology, they operate as noise levels between 49 and 60 decibels - which is no louder than normal speech.

Open frame generators, which are commonly used on worksites and around the farm, are around 70 - 80 DbA

Diesel generators are normally found to be around 75 - 85 DbA, but a lower speed diesel or when enclosed in a canopy can make a difference and the noise level can be a lot lower.

Here are some common sounds and their decibel ratings:

190 dBA	Heavy weapons, 10m behind the weapon (maximum level)
180 dBA	Toy pistol fired close to ear (maximum level)
170 dBA	Slap on the ear, fire cracker explodes on shoulder, small arms at a distance of 50cm (maximum level)
160 dBA	Hammer stroke on brass tubing or steel plate at 1m distance
150 dBA	Hammer stroke in a smithy at 5m distance (maximum level)
130 dBA	Loud hand clapping at 1m distance (maximum level)
120 dBA	Whistle at 1m distance, test run of a jet at 15m distance

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nd of planes at 10m distance



95 dBA	Loud crying, hand circular saw at 1m distance
90 dBA	Petrol Lawnmower
85 dBA	2-stroke chain-saw at 10m distance, loud WC flush at 1m distance
80 dBA	Very loud traffic noise of passing lorries at 7.5m distance, high traffic on an expressway at 25m distance
75 dBA	Passing car at 7.5m distance, un-silenced wood shredder at 10m distance
70 dBA	Level close to a main road by day, quiet hair dryer at 1m distance to ear
65 dBA	Normal Conversation
55 dBA	Low volume of radio or TV at 1 m distance, noisy vacuum cleaner at 10 m distance
50 dBA	Refrigerator at 1m distance, bird twitter outside at 15 m distance
45 dBA	Noise of normal living; talking, or radio in the background
35 dBA	Very quiet room fan at low speed at 1m distance
25 dBA	Sound of breathing at 1m distance
0 dBA	Auditory threshold

#generator #dba #decibel #noise

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Generator Noise Information

Generator Noise Reduction & General Information

Using sound absorbing viscoelastic polymer material on the inside walls of generator enclosures and surrounding your noisy generator with an acoustical **soundproofing barrier** will significantly quiet generator noise to legally acceptable and comfortable levels. Most generators are noisy and operate above acceptable community noise levels without soundproofing. They can disturb neighbors and passers-by and can disrupt normal activities going on in nearby homes and inside your business if not controlled. Most cities and communities now have noise/nuisance ordinances and are increasingly levying fines upwards of \$500 per offense if your generator is louder than 65/55 (daytime/nighttime) decibels when measured "at the property boundary." In many areas, second offenses can range from \$500 – \$1,000 "per day" as every day counts as a separate violation. If you have a noisy generator at your home or business, the risk of getting these unpredictable fines outweighs the cost and time of installing proper sound abatement systems.

Normal everyday conversation generally occurs at approximately 60 decibels on a sound meter which is significantly less than the sound decibel levels that many generators put out. This can make even every day conversation more difficult if you are around a noisy generator. High levels of noise are also known to negatively impact productivity, moods and anxiety levels.

Reciprocating engine-powered generators, used to make electricity on a temporary basis, produce a good deal of noise and vibration. During a temporary loss of electrical power, generators help keep essential home appliances running, keep businesses operational, and provide electricity in places like the outdoors and in recreational vehicles.



Generator Noise

Whether these generators run continuously as part of a primary power source or occasionally in standby circumstances during emergencies or special needs situations, their noise levels usually need to be reduced to comply with local, state and federal noise or nuisance laws and ordinances in place to address noises described as "excessive, unreasonable, or repetitive in terms of volume so as to disturb the peace, quiet and comfort, and be offensive to the reasonable person of normal auditory sensitivity residing in or occupying a residential area."

Basic Types of Generators

Residential Standby	Commercial Standby	Portable
These are typically powered by gasoline or diesel fuel. They are used to supply power to essential home items such as refrigerators and lights in case of a power outage.	These types of generators are similar to residential generators, but used on a much larger scale and are usually larger in size and noisier. Residential generators start at 6,000 watts while commercial generators start at 30,000 watts. Commercial generators are used to power backup systems in commercial establishments and businesses.	These are typically the smallest types of generators (up to 30,000 watts) and are ideal for outdoor uses such as camping or to power a recreational vehicle.



(above) Caterpillar commercial standby generator with sound-proofing panel enclosure.



(above) Generac standby commercial generator without sound-proofing panel enclosure.

Residential receiving properties (mixed-use zones are considered residential)

- 65 dBA during daytime hours for
- 55 dBA during nighttime hours

Nonresidential receiving property

- 67 dBA during daytime hours
- 62 dBA during nighttime hours

Sources of generator set noise

An engine-generator is the combination of an electrical generator and an engine mounted together to form a single piece of equipment. This combination is also called an engine-generator set or a "Gen-Set." In many contexts, the engine is taken for granted and the combined unit is simply called a generator.

Like any motor, a **generator motor** creates a lot of heat and needs a cooling system to prevent overheating. Standby generators can be either air-cooled or liquid-cooled. The major difference is that air-cooled systems are louder and not quite as effective. Liquid cooled systems are quieter and more dependable – and also more expensive to purchase and to maintain.

The decibel (often listed as dB) rating on a generator, is a number that is given that explains the noise level generated by the engine running. Some noisy generators can reach sound levels ranging from 80-100-plus decibels, which at 100 plus decibels translates to the noise of a jack hammer at 10 meters (32.8 feet); 110 decibels is the noise equivalent of a plane taking off at a 10 meters; 115 decibels translates to a jet's screeching whistle at 10 meters, and is also the threshold of noise-induced pain. Sustained noise levels above this can cause hearing damage in short a short amount of time. Sustained noise at 100 dB can

cause long term health problems. A higher quality and less noisy generator is going to be in the 70's decibel rating while a really good generator will be in the 60's decibels range.

According to a Cummings White Paper by Senior Acoustics Specialist Dennis Aaberg, generator set (residential and commercial generators) noise is produced by six major sources:

- Engine noise – This is mainly caused by mechanical and combustion forces and typically ranges from 100 dB(A) to 121 dB(A), measured at one meter, depending on the size of the engine.
- Cooling fan noise – This results from the sound of air being moved at high speed across the engine and through the radiator. Its level ranges from 100 dB(A) to 105 (A) dB at one meter.
- Alternator noise – This is caused by cooling air and brush friction and ranges from approximately 80 dB(A) to 90 dB(A) at one meter.
- Induction noise – This is caused by fluctuations in current in the alternator windings that give rise to mechanical noise that ranges from 80 dB(A) to 90 dB(A) at one meter.
- Engine exhaust – Without an exhaust silencer, this ranges from 120 dB(A) to 130 dB(A) or more and is usually reduced by a minimum of 15 dB(A) with a standard silencer.
- Structural/mechanical noise – This is caused by mechanical vibration of various structural parts and components that is radiated as sound.

Noise from "portable" generators comes primarily from two sources, the engine block and the exhaust system. With an air cooled engine there is little you can do about blocking noise. Some engines can have a larger muffler attached or make other changes to the exhaust system. Merely mounting exhaust pipe vertically will noticeably reduce noise.

Reducing Noise "Inside" the Generator Enclosure

With the growth of standby, prime and peaking power installations in densely populated areas, it's become important to focus attention on understanding how generator noise is propagated and controlled.

Typically, there are two main methods for controlling the airborne noise in a power generator:

- Blocking airborne noise via a weighted barrier
- Absorbing airborne noise via acoustical absorbing insulation.

Aaberg's white paper expands on this claim. It recommends that standby generator enclosures incorporate the following types of materials for best results and often with cost and performance improvements as compared to more traditional solutions:

- Flexible non-lead barriers (like Acoustiblok) in weights ranging from 1/4" lbs./ft² to 2 lbs./ft²
- Faced acoustical foams in thicknesses ranging from 1/4" to 2" and with numerous facings, including reflective and reinforced facings
- Decoupled barrier composites and barrier/absorber composites in a range of barrier weights, decoupler thicknesses and absorption layer thicknesses faced with numerous films
- Damping composites comprising a damping layer to manage structure borne vibration
- Combined with acoustical foam layers to absorb airborne noise.

Significant noise control can be achieved by lining the generator's sheet metal enclosure with a weighted barrier, or a decoupled weighted barrier (composite of barrier over decoupling foam) to help block noise. Ideally, at least 90 percent of the enclosure should be lined. For optimal effect the enclosure openings must be minimized.

Absorption reduces airborne noise due to mechanical sound energy by converting it into low grade heat energy. As air is pushed into the absorbing material by the sound pressure wave, viscous forces dissipate the mechanical sound energy as heat.

Most power generation equipment requires several openings in the metal enclosure – for air intake, exhaust and heat release. These openings are generally detrimental to the performance of barriers and decoupled barriers as they can allow noise to escape unhindered. By incorporating acoustical absorbers as a lining for louvers or by creating a path for airflow, noise can be absorbed before it escapes the enclosure.

In recent years, a wide range of elastomer innovations, like Acoustiblok, have been created that can be utilized in designing next generation Gen-Set enclosures. These materials must meet multiple design objectives including noise frequencies, operating temperature range and operating environment including thermal management, contaminant resistance and maintenance considerations.

Reducing Noise "Outside" the Generator

In a residential setting, the simplest type of noise control for generators or other gas or propane-powered engines is a noise barrier placed around it. Outdoor sound curtains or sound curtain noise barrier walls are an effective method of reducing noise generated by equipment, pumps, generators or other processes that are outside and are exposed to the elements.

It is important to take into account the source height of the generator, which can be fairly high, and to consider the height of the receiver if the impacted site has multiple floors. To be effective, a barrier wall must at least block the line-of-sight from the source to the receiver.

Sound barriers will make a substantial difference in the noise exposure levels from generators if the proper materials are used. They can reduce the sound by about 12-15 decibels, which is significant because a 10 decibel decrease in sound results in half the sound heard to the human ear. The more distance between the generator and your house or building, the better. Not all materials will work. It is important to do your research.

There are other soundproofing product solutions such as sound panels. Some soundproofing companies, like Acoustiblok, Inc. manufacture all-weather sound panels that are different from other conventional acoustical sound panels. In addition to being able to stand up to the most extreme environments, they not only absorb virtually all sound but they also contain a layer of noise absorbing viscoelastic material which provides exceptional noise blockage.

The sound absorbency of the panels brings down substantially the acoustical energy around the generator and by eliminating all sound reflections in the area, while the viscoelastic material in the panel allows it to also be an excellent sound barrier.

With increasing focus on noise in our communities, it's important to take a proactive approach to solving your generator noise issues by using lab tested and proven acoustical soundproofing materials.

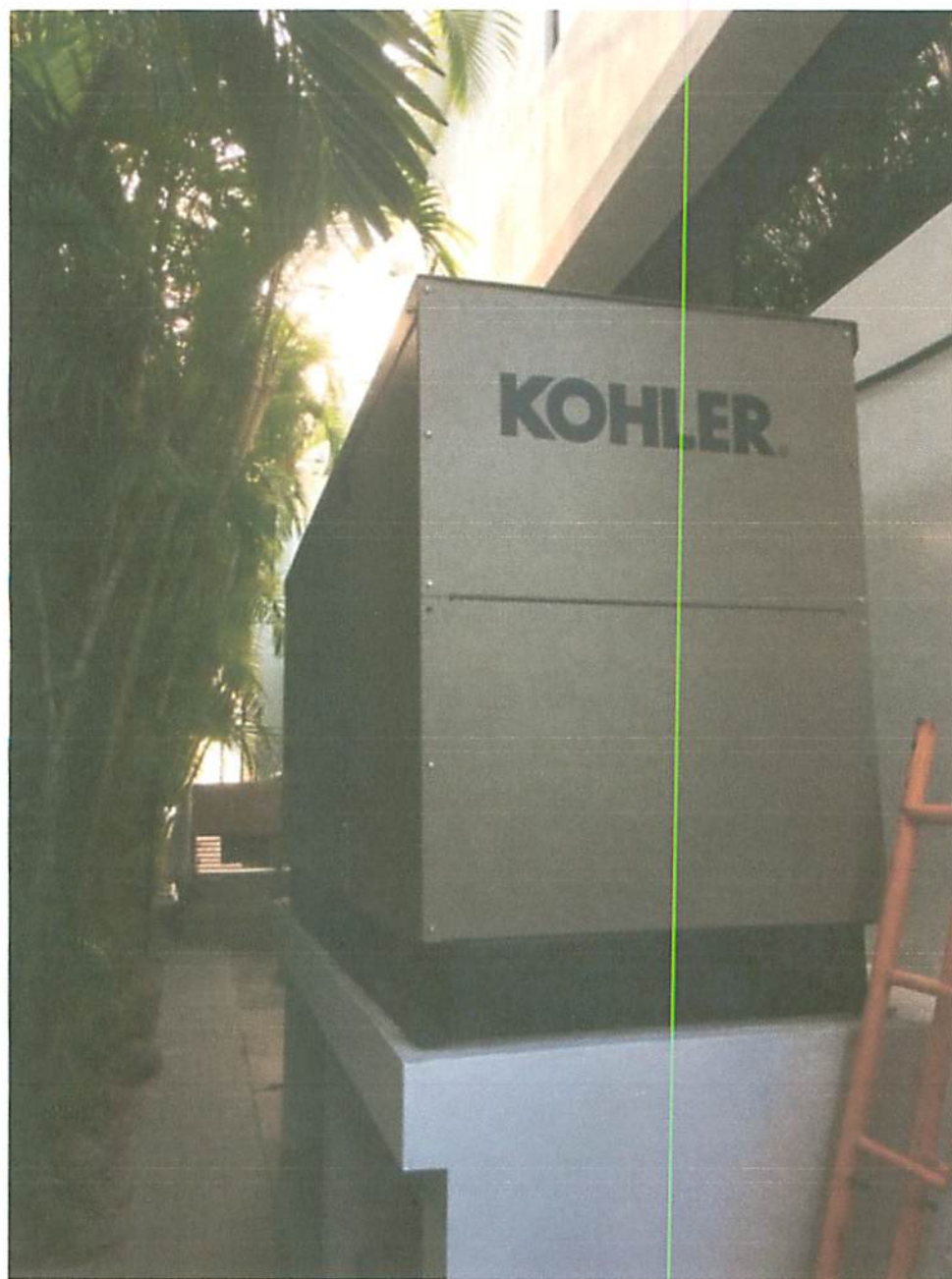
Contact Form

Fields marked with an * are required

How did you hear about us?

Project Name *

First Name *



AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 21.

ITEM: Consideration and Approval of an ordinance on **first** reading approving Budget Amendment No. 2 for the 2020/2021 Fiscal Year. Enclosed is a copy of the proposed ordinance and other supporting documents.

DESCRIPTION:

The proposed ordinance for first reading is to approve budget amendment no. 2 for the 2020 / 2021 fiscal year. The proposed ordinance includes amendments to the General Fund, Causeway Fund and Storm water Fund.

Enclosed is a detailed description of the proposed budget amendment provided by Finance Director Kajokas and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

- (i) Increase in General Fund Revenues and Appropriations in amount of \$1,216,000;
- (ii) Increase in Causeway Fund Revenues in amount of \$587,496.57 and Expenses in the amount of \$200,000.00;
- (iii) Increase in Storm Water Fund Revenues and Expenses in the amount of \$111,200.

For additional details refer to supporting documentations.

BUDGET IMPACT:

Submitted By: Peter Kajokas, Finance Director

ATTACHMENTS

1. Budget Amendment No 2 Memo
2. 2021.06.03 Ordinance for 2020-2021 Budget Amendment No 2
3. Budget Amendment No 2 Exhibit A



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JUNE 9TH, 2021
TO: HONORABLE MAYOR, VICE-MAYOR AND MEMBERS OF THE TOWN COMMISSION
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2020/2021 BUDGET AMENDMENT RESOLUTIONS NO. 2

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to adjust funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2020/2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2020/2021 actual revenues and expenditures and recommends a change to the FY 2020/2021 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Increase the Town of Bay Harbor Federal Grant-General Government revenues by \$1,216,000 to account for American Rescue Plan Act of 2021 COVID19 Relief funds ("ARP") which was passed by Congress and signed into law by President Joe Biden on March 11, 2021.
2. Appropriate \$387,200 in Computer Software expenditures for Business Tax Receipts, Election Campaign Report Filing, Passport Service, CAFR Builder, Accounts Receivable,

Fixed Assets, Benefits Management, NeoGov, Power DMS, Digitizing Files (scanning), Central Square – Building Licenses and Permits software acquisition and implementation and Digitizing Files (scanning).

3. Appropriate additional \$405,000 in expenditures Improvements (Excl. Buildings) for Town-wide private WIFI Network addition, street milling and resurfacing, and light installation at 92nd, 95th, and 96th street park and a TOT lot.
4. Appropriate additional \$213,800 in Machinery and Equipment expenditures for LPR system and Taser replacement program for public safety.
5. Increase \$210,000 in Transfer to Other Funds to account for transfers-out of ARP Funds to Storm Water Fund.

CAUSEWAY FUND (Attachment A)

The Causeway Fund is being amended to:

1. Increase revenues by \$587,496.75 in State Grant – ICW Bridge to account for FDOT grant funds received for the Causeway improvement project that was already completed.
2. Appropriate additional \$200,000 for Improvements (Excl. Buildings) capital expenditures to remove and replace existing Conduit/Bracketing and install new Power Cable according to quote received from Lakes Engineering.

STORM WATER FUND (Attachment A)

The Storm Water Fund is being amended to:

1. Increase \$210,000 in Transfer from Other Funds revenues to account for transfer-in of ARP funds from General Funds to Storm Water Fund.
2. To appropriate additional \$210,000 in Improvements (Excl. Buildings) to account for Storm Water improvement projects at the Town of Bay Harbor Islands.

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING BUDGET AMENDMENT NO. 2 FOR THE
FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on September 14, 2020 the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Ordinance No. 1051 approving the Budget for Fiscal Year 2020/2021 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to (i) increase Federal Grant – General Government revenues by \$1,216,000 to account for American Rescue Plan Act of 2021 COVID19 Relief funds (“ARP”) which was passed by Congress and signed into law by President Joe Biden on March 11, 2021; (ii) appropriate \$387,200 in Computer Software expenditures for Business Tax Receipts, Election Campaign Report Filing, Passport Service, CAFR Builder, Accounts Receivable, Fixed Assets, Benefits Management, NeoGov, Power DMS, Digitizing Files (scanning), Central Square – Building Licenses and Permits software acquisition and implementation; (iii) appropriate additional \$405,000 in expenditures Improvements (Excl. Buildings) for Town-wide private WIFI Network addition, for street milling and resurfacing, and light installation at 92nd, 95th, and 96th street park and a TOT lot; (iv) appropriate additional \$213,800 in Machinery and Equipment expenditures for LPR system and Taser replacement program for public safety; (v) increase \$210,000 in Transfer to Other Funds appropriations to account for ARP funds transfer-out to Stormwater Fund.

WHEREAS, the Causeway Fund is being amended (i) to increase State Grant – ICW Bridge revenues in the amount of \$587,496.57 for FDOT grant money received for completed Causeway improvement project; (ii) and to increase \$200,000 additional Improvement (Excl. Buildings) expense estimates for removing and replacing existing Conduit/Bracketing and installing new power cable according to a quote received from Lakes Engineering.

WHEREAS, the Storm Water Fund is being amended (i) to increase \$210,000 Transfer from Other funds revenues to account for transfer-in of ARP funds from General Fund to Storm Water Fund; (ii) to increase expense estimates of \$210,000 in Improvements (Excl. Buildings) to account for Storm Water improvement projects at the Town of Bay Harbor Islands.

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, to comply with Florida Statutes and the Town’s commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues;

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020/2021 budget by amending the General Fund as set forth in Attachment “A” attached hereto; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Approval of Budget Amendment No. 2. The Town Council approves the 2020/2021 fiscal year Budget Amendment No. 2 as provided for above and set forth in Attachment “A” attached hereto.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

JOSHUA D. FULLER
MAYOR

ATTEST:

ALBA L. CHANG,
TOWN CLERK

APPROVED AS TO FORM:

Joseph Geller, Esq.,
Town Attorney

EXHIBIT “A

Town of Bay Harbor Islands, Florida
Amendments to the 2020-2021 Budget
Attachment A

Fiscal Year 2020/2021

Budget Amendm. No. 2

Fund Nos. **001 General Fund**
 401 Causeway Fund
 406 Stormwater Fund

Account Number	Account Description	Justification	Original/Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001.9990.331100.000	Federal Grant-General Government	To increase revenues to account for American Rescue Plan (ARP) funds from Federal Government	\$ -	\$ 1,216,000.00	\$ -	1,216,000.00
TOTAL	GENERAL FUND REVENUES			\$ 1,216,000.00		
EXPENDITURES						
001.5125.400066.000	Computer Software - Town Clerk	To appropriate expenditures for Business Tax Receipts Software, Election Campaign Report Filing Software, Passport Services, Scanning	-	47,200.00		47,200.00
001.5130.400066.000	Computer Software - Finance and Administration	To appropriate expenditures for CAFR Builder, Accounts Receivable, Fixed Assets, Benefits Management Module	-	50,000.00	-	50,000.00
001.5135.400063.000	Improvements (Excl. Buildings) - Information	To appropriate expenditures for Town-wide private WIFI Network Addition	-	40,000.00	-	40,000.00
001.5137.400066.000	Computer Software - Human Resources	To appropriate expenditures for NeoGov, Power DMS, Digitizing Files (scanning)	-	50,000.00	-	50,000.00
001.5210.400064.000	Machinery & Equipment - Law Enforcement	To appropriate expenditures for LPR, Tasers acquisitions, Laptops	99,025.00	213,800.00	-	312,825.00

001.5240.400066.000	Computer Software - Building	for building License and Permit Software - Central Square and Digitizing Files (scanning)	-	240,000.00		240,000.00
001.5410.400063.000	Improvements (Excl. Buildings)-Streets & Parks	To appropriated expenditures for Milling and Resurfacing Streets	27,500.00	225,000.00	-	252,500.00
001.5440.400063.000	Improvements (Excl. Buildings)-Parks & Recreation	To appropriate expenditures for Lights on 92nd, 95th, 96ths Street Parks & Tot Lot	530,000.00	140,000.00	-	670,000.00
001.5720.400091.000	Transfer to Other Funds	Transfer-out American Rescue Plan funds to Storm Water Fund	-	210,000.00	-	210,000.00
TOTAL	GENERAL FUND EXPENDITURES			\$ 1,216,000.00		
CAUSEWAY FUND						
REVENUES						
401.9990.334490.300	State Grant - ICW Bridge	To increase the revenue from State Grant for FDOT grant received.	-	587,496.75	-	587,496.75
TOTAL	CAUSEWAY FUND REVENUES			\$ 587,496.75		
EXPENDITURES						
401.5415.400063.000	Improvements (Excl. Buildings)	To appropriate additional expenditures to remove and replace existing Conduit/Bracketing and Install Power Cable-Lakes Engineering	1,415,000.00	200,000.00	-	1,615,000.00
TOTAL	CAUSEWAY FUND EXPENDITURES			\$ 200,000.00		
STORM WATER FUND						
REVENUES						
406.9990.369000.000	Other Miscellaneous Revenues	To increase revenues for transfer-in American Rescue Plan funds from General Fund	-	210,000.00	-	210,000.00
TOTAL	STORM WATER FUND REVENUES			\$ 210,000.00		
EXPENDITURES						

406.5380.400063.000	Improvements (Excl. Buildings)	To appropriate additional expenditures for Storm Water Improvements	87,500.00	210,000.00	-	297,500.00
TOTAL	STORM WATER FUND EXPENDITURES			\$ 210,000.00		

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 22.

ITEM: Consideration and possible action of a request by N/R Wharton Kane Concourse Property Owner, LLC for an assignment of Development Agreement for the property located at 1177 Kane Concourse. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

On January 7, 2020, the Town Council approved an ordinance on second reading approving the Development Agreement as authorized under the Florida Local Government Development Agreement Act for the property located at 1177 Kane Concourse.

The Town received a request from N/R Wharton Kane Concourse Property Owner, LLC for the Council's consideration to approve an Assignment of Development Agreement for the subject property.

Pursuant to Section 27 of the Development Agreement (Ordinance No. 1042 recorded April 6, 2020), the Town shall have the right, in its discretion, not to be unreasonably withhold, to approve any successor to Owner prior to the full transfer, sale or assignment of the Property by Owner.

Enclosed is a copy of the proposed assignment of Development Agreement and other related documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Maria Lasday, Town Manager

ATTACHMENTS

1. 1177 Kane Letter re Assignment of DA (2)
2. Legal Opinion- 1177 Kane Concourse Mixed-Use Development
3. Assignment of Development Agreement
4. Recorded- 1177 Kane Concourse - Development Agreement



Neisen O. Kasdin

Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5629
neisen.kasdin@akerman.com

May 19, 2021

Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: Request to Assign Development Agreement - 1177 Kane Concourse

Dear Ms. Lasday,

As you know, we represent NR/Wharton Kane Concourse Property Owner, LLC ("Owner"), which owns the 1177 Kane Concourse development site in Bay Harbor Islands ("Property"). Owner is now under contract to sell the Property to 1177 Bay Harbor Islands, LLC ("Buyer"). We are therefore requesting the Town's written consent to assign the Development Agreement for the Property to the Buyer, prior to the closing date for this transaction.

Pursuant to Town Council Ordinance No. 1042, the Town of Bay Harbor Islands and Owner entered into a Development Agreement for the Property, as recorded on April 6, 2020 at Official Records Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida ("DA"). The DA runs with the land and is binding on the Owner as well as its successors and assigns.

Under Section 27 of the DA, prior to completion of the approved mixed-use development on the Property, "the Town shall have the right, in its discretion not to be unreasonably withheld, to approve any successor to Owner prior to the full transfer, sale or assignment of the Property by Owner." Because Buyer is not an affiliate of Owner and this is not a loan or investment deal, it is considered a full transfer and we are required to obtain consent from the Town.

In support of this request, Owner would like to express its confidence in Buyer's ability to deliver the project approved for the Property under the DA in a timely manner. Buyer is a subsidiary of the Terra Group, one of the leading development firms in South Florida. Terra's projects are well known in the real estate industry for their high-quality, luxury, and excellent architecture. The firm's vast portfolio includes condominiums, single family homes, townhouses,

retail shopping centers, office space and multifamily apartments, both in urban and suburban settings across the region. Owner is currently processing a building permit for the project at the Property, and is preparing to convey the Property to Terra who plans to begin construction shortly after the transfer.

Based on Terra's reputation as a high-quality development firm in the South Florida region, we respectfully request that the Town approve the assignment of the DA to Buyer, and issue a written confirmation of this approval consistent with the terms of our agreement. Please let me know if you have any additional questions. We look forward to hearing from you.

Sincerely,

AKERMAN, LLP



Neisen O. Kasdin

Enclosures

cc: Joseph S. Geller
Town Attorney
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Owner Contact:

Erin Cannata

NR/Wharton Kane Concourse
Property Owner LLC
c/o Northwood Investors
575 Fifth Avenue, 23rd Floor
New York, New York 10017
Phone: (212) 573-0825
Email: ecannata@northwoodinvestors.com

Buyer Contact:

David P. Martin

Terra World Investments, LLC
3109 Grand Avenue, #349
Coconut Grove, Florida 33133
Phone: (305) 416-4556
Email: david@terrargroup.com

From: [Maria Lasday](#)
To: [Alba Chang](#)
Subject: FW: Bay Harbor Islands - 1177 Kane Concourse Mixed-Use Development
Date: Wednesday, June 2, 2021 4:55:02 PM

From: Joseph Geller <Joseph.Geller@gmlaw.com>
Sent: Tuesday, May 25, 2021 3:49 PM
To: Michael J. Miller <mmiller@michaelmillerplanning.com>
Cc: Maria Lasday <mlasday@bayharborislands-fl.gov>; Jenice Rosado <jrosado@bayharborislands-fl.gov>
Subject: Re: Bay Harbor Islands - 1177 Kane Concourse Mixed-Use Development

I am in agreement with your analysis.

The final plans approved by the Town Council are the Town Approved Plans, and supersede any others. The Town speaks with one voice. The matter was properly before the Town Council for several jurisdictional reasons, and its actions are therefore the final word.

Since you have determined that the latest proposed building permit plan revisions are substantially in accordance with the Town Approved plans, those changes may be accepted by the Town administratively, and do not have to go back to P&Z or the TC for approval.

Thank you.

Joseph S. Geller, Esq.
Greenspoon Marder, LLP
Town Attorneys

Sent from my iPhone

On May 21, 2021, at 2:30 PM, Michael J. Miller <mmiller@michaelmillerplanning.com> wrote:

Maria / Joe:

As a follow-up to our conversations on the proposed 1177 Kane Concourse Mixed-Use Development, the PZB approved a Site Development Plan in 2019 by Resolution No. 2185. The TC approved a 10' building height increase (65' - 75') as part of our Community Benefits code allowance and a mixed-use Parking Reduction request, and as part of that process required several design changes which vary from the exact approved PZB site plans. There is an approved / recorded Developer Agreement (DA) setting forth the "Community Benefits Agreement" between the parties that was adopted by Ordinance No. 1042. The DA references the PZB plans but that plan was altered slightly by the Town Council as part of the negotiations. The Town has received a BP application for the project and our office noted the Site Development Plan

differences in our review comments. The Code requires that once the PZB approves a plan it may not be changed without their review; however, the Town administration has adopted a procedure to consider minor refinements that normally occur from preliminary plans to building permits. It is our opinion that the Town Council site plan modification actions are not in conflict with the PZB approval and take preference over the PZB approved plans. Further we find the latest building permit plan revisions are substantially in accordance with the PZB and TC modified plans, and any differences should not have to be re-reviewed by the PZB.

Please review the above and confirm your agreement or any modifications thereto.

Michael J. Miller, AICP
Bay Harbor Islands
Consultant Town Planner
May 21, 2021

GREENSPOON MARDER LLP LEGAL NOTICE

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

Total Control Panel

[Login](#)

To: mlasday@bayharborislands-fl.gov [Remove](#) this sender from my allow list

From: joseph.geller@gmlaw.com

You received this message because the sender is on your allow list.

**This instrument prepared by and
after recording return to:**

Nicholas J. Barshel, Esq.
Akerman LLP
98 Southeast Seventh Street, Suite 1100
Miami, FL 33131

Property Appraiser Identification No:

13-2227-001-3660
13-2227-001-3650
13-2227-001-3640
13-2227-001-3670
13-2227-001-3680
13-2227-001-3690

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This ASSIGNMENT OF DEVELOPMENT AGREEMENT ("Assignment") is made and entered into as of _____, 2021 ("Effective Date") by and between NR/WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company (the "Assignor"), and 1177 BAY HARBOR ISLANDS, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, as seller, and Assignee, as buyer, have entered into that certain Purchase and Sale Agreement, dated as of April 23, 2021(as the same may be amended, modified and/or supplemented from time to time, the "PSA") related to the property located at 1177 Kane Concourse, Bay Harbor Islands, FL 33154 ("Property"); and

WHEREAS, under the PSA, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume, any and all right, title, and interest that Assignor may hold in, among other things, Ordinance No. 1042 and that certain Development Agreement by and between Assignor and the Town of Bay Harbor Islands ("Town") pertaining to the Property as recorded on April 6, 2020 at Official Records Book 31883, Page 4082 of the Public Records of Miami-Dade County, Florida ("Development Agreement"), which Development Agreement is hereby incorporated by this reference; and

WHEREAS, under Section 27 of the Development Agreement, prior to completion of the project on the Property, the Town shall have the right, in its discretion not to be unreasonably withheld, to approve any successor to Assignor prior to the full transfer, sale or assignment of the Property by Assignor; and

WHEREAS, the Town approved the assignment of the Development Agreement to the Assignee on _____, 2021 pursuant to Resolution No. _____, and a copy of the Resolution and the Town's written consent to the Assignment is attached hereto; and

NOW, THEREFORE, effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee as of the Effective Date, any and all of Assignor's rights, title and interests as the "Owner" that may exist under the Development Agreement.

2. Assignee hereby assumes, from and after the Effective Date, the performance of all of the terms, covenants and conditions of the Development Agreement on Assignor's part as the "Owner," to be performed thereunder.

3. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Florida.

5. No amendment or modification to any terms of this Assignment, waiver of the obligations of Assignor or Assignee hereunder, or termination of this Assignment, shall be valid unless in writing and signed by Assignor and Assignee.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

7. This Assignment shall be recorded in the Public Records of Miami-Dade County, Florida following execution by all parties.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignee have executed this Assignment as of the date first written above.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

**N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC,**
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by _____, as _____ of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignee have executed this Assignment as of the date first written above.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

1177 BAY HARBOR ISLANDS, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by _____, as _____ of 1177 BAY HARBOR ISLANDS, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

CONSENT OF TOWN OF BAY HARBOR ISLANDS

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Town hereby approves this Assignment of the Development Agreement from the Assignor to the Assignee

Signed, sealed and delivered
in the presence of:

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

Print Name: _____

By: _____

Print Name: _____

Name: _____

Attest: _____
Town Clerk

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by _____, as _____ of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

***[COPY OF RESOLUTION APPROVING THIS ASSIGNMENT OF THE DEVELOPMENT
AGREEMENT FROM ASSIGNOR TO ASSIGNEE]***

ORDINANCE NO. 1042

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, SECTIONS 163.3220 – 163.3243 OF THE FLORIDA STATUTES, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC (“OWNER”) AND THE TOWN OF BAY HARBOR ISLANDS (“TOWN”), RELATING TO THE DEVELOPMENT OF APPROXIMATELY 1.96 ACRES OF LAND GENERALLY LOCATED AT 1177 KANE CONCOURSE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED AND INCORPORATED, FOR THE PURPOSE OF REDEVELOPMENT OF SUCH LAND FOR MIXED USES PERMITTED BY THE BAY HARBOR ISLANDS COMPREHENSIVE PLAN – FUTURE LAND USE MAP DESIGNATION AND TOWN’S ZONING AND PLANNING CODE, AS AMENDED, WITH SAID DEVELOPMENT TO BE IN ACCORDANCE WITH THE SITE PLAN APPROVED BY THE TOWN AND TO CONSIST OF UP TO 90 RESIDENTIAL DWELLING UNITS, UP TO 98,800 SQUARE FEET OF OFFICE SPACE, UP TO 14,900 SQUARE FEET OF COMMERCIAL SPACE, AND A MINIMUM OF 520 PARKING SPACES IN A BUILDING WITH A MAXIMUM HEIGHT OF 75 FEET; AND WITH SAID DEVELOPMENT AGREEMENT HAVING A TERM OF 10 YEARS AND ALSO MEMORIALIZING: (1) OWNER’S CONVEYANCE OF A WATERFRONT LOT AT 9600 WEST BAY HARBOR DRIVE TO THE TOWN FOR USE AS A PUBLIC PARK, (2) TOWN’S CONVEYANCE OF 24 TRANSFERRABLE DEVELOPMENT RIGHTS (TDRS) TO OWNER FOR USE AT 1177 KANE CONCOURSE, (3) CONDITIONS FOR THE TOWN’S PARTIAL ALLEY CLOSURE BETWEEN WEST BAY HARBOR DRIVE AND BAY HARBOR TERRACE AND OWNER’S PROVISION OF APPROPRIATE ACCESS EASEMENTS WITHIN SAID ALLEY, (4) TOWN’S APPROVAL OF A HEIGHT INCREASE FROM 65 FEET TO 75 FEET UNDER THE TOWN’S PUBLIC BENEFIT PROGRAM IN TOWN CODE SECTION 23-11(C)(8), BASED ON THE LISTED PUBLIC BENEFITS FROM OWNER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is desirous of improving and revitalizing the stretch of Kane Concourse on the East Island of Bay Harbor Islands, which is the commercial core of the Town and where businesses serve residents of the entire surrounding community; and

WHEREAS, N/R Wharton Kane Concourse Property Owner, LLC (“Owner”) owns certain real property located at 1177 Kane Concourse and 9600 West Bay Harbor Drive, in the Town of Bay Harbor Islands, Florida, as more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the “Property”); and

WHEREAS, Owner is proposing to redevelop the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900

square feet of commercial space, and significant building amenities and ground-level outdoor improvements (collectively, the “Project”); and

WHEREAS, on August 20, 2019, the Planning and Zoning Board of the Town of Bay Harbor Islands issued site development plan approval for the Project; and

WHEREAS, the Town is authorized to entered into development agreements pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243 of the Florida Statutes; and

WHEREAS, the Town Manager and Owner have negotiated the terms of a proposed development agreement for development of the Project, a copy of which is attached hereto as **Exhibit B** and incorporated herein (“Development Agreement”); and

WHEREAS, the Development Agreement provides, among other provisions, the following terms and conditions:

- 1) Development of the Project will be in accordance with the site development plans approved by the Planning and Zoning Board.
- 2) The term of the Development Agreement is 10 years, and Owner must submit plans for a building permit within 18 months of the effective date.
- 3) The Owner will convey the waterfront lot at 9600 West Bay Harbor Drive to the Town for use as a public park.
- 4) The Town will convey 24 transferrable development rights (“TDRs”) to Owner for use in development of the Project, from the Town’s commercial bank of TDRs.
- 5) The Town will vacate and close that portion of the public right-of-way alley between West Bay Harbor Drive and Bay Harbor Terrace that lies within the Project, and Owner will provide appropriate easements to the Town and public for vehicular access and underground utilities.
- 6) The Town will approve a height increase from 65 feet to 75 feet under the Town’s Public Benefit Program in Town Code Section 23-11(c)(8), based on the following listed public benefits from the Owner:
 - a. Owner to upgrade sewer line in alley (estimated cost of \$513,000).
 - b. Owner to contribute a total of \$500,000 for park improvements at the new public waterfront park at 9600 West Bay Harbor Drive.

WHEREAS, the Town has determined that the Project will benefit the Town and the public and will serve as a catalyst in the Town’s continuing efforts to revitalize that stretch of Kane Concourse on the Town’s East Island, the Project is compatible with the mixed-use

character of this commercial core, and the Project will beautify the western entrance to the East Island by providing a new waterfront park open to the public; and

WHEREAS, lack of certainty in development approvals can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, having fully considered the Development Agreement at two duly noticed public hearings in compliance with the Florida Local Government Development Agreement Act, having determined that the Project and the Development Agreement are in compliance with the Bay Harbor Islands Comprehensive Plan and the Town's Zoning and Planning Code as of the effective date, and having further determined that it is in the Town's best interest to address the issues covered by the Development Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, the Town has agreed to enter into the Development Agreement with Owner.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

Section 2: That the Development Agreement pursuant to Chapter 163, Florida Statutes, between Owner and the Town to govern the development of the Project is hereby approved.

Section 3: That the Town Manager is hereby authorized to execute the Development Agreement, in substantially the attached form, for said purpose.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

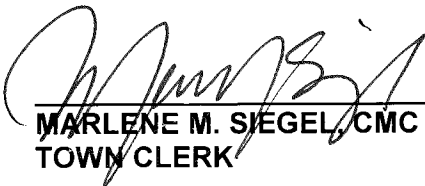
Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 12th day of November, 2019.

PASSED on Second Reading this 7th day of January, 2020.


STEPHANIE BRUDER
MAYOR

ATTEST:


MARLENE M. SIEGEL, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

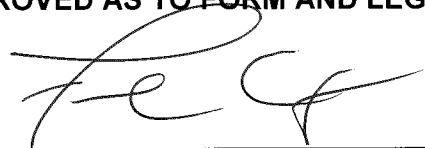

FRANK SIMONE, ESQ.
TOWN ATTORNEY

EXHIBIT A
Legal Description of the Property

PARCEL A:

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL C:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____ 2020, by and between TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation (hereinafter, the "Town"), and N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company (hereinafter, the "Owner") (the Town and Owner are together referred to as the "Parties").

Recitals:

WHEREAS, the Town is a municipal corporation of the State of Florida with powers and authority conferred unto it under the Florida Constitution, the Municipal Home Rule Powers Act, the Florida Statutes, the Town of Bay Harbor Islands Charter, and the Town of Bay Harbor Islands Code of Ordinances; and

WHEREAS, the Town is desirous of improving and revitalizing the stretch of Kane Concourse on the East Island of Bay Harbor Islands, which is the commercial core of the Town and where businesses serve residents of the entire surrounding community; and

WHEREAS, the Owner owns that certain real property located at 1177 Kane Concourse, in the Town of Bay Harbor Islands, Florida, 9600 West Bay Harbor Drive, in the Town of Bay Harbor Islands, Florida, and other abutting properties, as are more particularly described in **Exhibit A** attached hereto (collectively, the "Property") and intends to redevelop the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900 square feet of commercial space, and significant building amenities and ground-level outdoor improvements (collectively, the "Project"); and

WHEREAS, the Town has determined that the Project will benefit the Town and the public and will serve as a catalyst in the Town's continuing efforts to revitalize that stretch of Kane Concourse on the Town's East Island, the Project is compatible with the mixed-use character of this commercial core, and the Project will beautify the western entrance to the East Island by providing a new waterfront park open to the public; and

WHEREAS, lack of certainty in development approvals can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, assurance to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, having fully considered this Agreement at two duly noticed public hearings in compliance with the Florida Local Government Development Agreement Act, having determined that the Project and this Agreement are in compliance with the Town's Comprehensive Plan and Land Development Regulations as of the Effective Date, and having further determined

that it is in the Town's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, the Town has agreed to enter into this Agreement with the Owner.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided by the Act.

3. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in the body of this Agreement.

3.1 "Act" shall mean the Florida Local Government Development Agreement Act (Sections 163.3220 - 163.3243, Florida Statutes (2019)).

3.2 "Base Parking Required" shall mean six hundred and forty five (645) parking spaces.

3.3 "Comprehensive Plan" shall mean the comprehensive plan that the Town has adopted and implemented for the redevelopment and continuing development of the Town pursuant to Chapter 163 Part II, of the Florida Statutes (2019).

3.4 "Development Order" shall mean any order granting, denying, or granting with conditions an application for a Development Permit.

3.5 "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2019).

3.6 "Effective Date" is the date when the Town records the executed Agreement in the Public Records of Miami-Dade County, as provided for in Section 163.3239, Florida Statutes (2019), and Section 5 of this Agreement.

3.7 "Existing Zoning" means all ordinances, resolutions, regulations, the Comprehensive Plan, Land Development Regulations, and rules adopted by a local government having jurisdiction affecting the development of the Property, in effect as of the date of the Site Plan Approval, which comprise the effective zoning regulations governing development of the Property pursuant to this Agreement.

3.8 "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2019) and shall also include, without limitation, the definition of "land development regulations" in Section 11-1 of the Town Code.

3.9 "Park Parcel" shall mean that portion of the Property known as 9600 West Bay Harbor Drive, as is more particularly described on **Exhibit B** hereto, and which Owner shall convey to the Town for a public park, as set forth in Section 8 herein.

3.10 “Parties” shall mean the Town and Owner, as defined herein, where both the Town and Owner may each be individually referred to as a Party herein.

3.11 “Project” shall mean the construction and development of the Property with a mixed-use development consisting of 90 residential units, 98,800 square feet of office space, 14,900 square feet of commercial space, activated roof deck, and significant building amenities and ground-level outdoor improvements, as is more particularly described in plans for the Project entitled *1177 Kane Concourse*, approved by the Town’s Planning and Zoning Board under the Site Plan Approval and incorporated herein by reference.

3.12 “Property” shall mean those parcels of real property legally described in **Exhibit A** hereto. From and after the partial alley closure pursuant to Section 10 herein, the Property shall also explicitly include all of the Owner’s right, title and interest in and to that portion of public right-of-way closed, vacated, abandoned, and discontinued for public use.

3.13 “Public Facilities” means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, streets, parking, and health systems and facilities.

3.14 “Town Charter” shall mean that version of the Charter of the Town of Bay Harbor Islands, Florida, which is in effect as of the Effective Date.

3.15 “Town Code” shall mean that version of the Code of Ordinances, Bay Harbor Islands, Florida, which is in effect as of the Effective Date.

3.16 “TDRs” shall mean transferable development rights in the Town, the use of which is governed by procedures set forth in Section 23-22.2 of the Town Code. TDRs for the purposes of this Agreement shall explicitly include TDRs in the Town’s reserve bank.

3.17 “Site Plan Approval” shall mean Resolution No. 2185 of the Planning and Zoning Board of the Town of Bay Harbor Islands, Florida, approving the site development plan application for the Project on August 20, 2019, which is incorporated herein by reference.

4. Purpose and Intent. The purpose of this Agreement is for the Town to authorize Owner to develop the Project on the Property, in accordance with the Town’s Comprehensive Plan and Land Development Regulations. This Agreement will establish the applicable Land Development Regulations, referred to as the “Existing Zoning,” that will govern development of the Project, thereby providing the Parties with additional certainty during the development process. This Agreement, among other things, is intended to and shall constitute a development agreement between the Parties pursuant to the Act.

5. Term of Agreement; Effective Date and Binding Effect. Within fourteen (14) days following approval at two public hearings and execution by all Parties, the Town shall record the Agreement in the Public Records of Miami-Dade County, Florida (the “Effective Date”). This Agreement shall have a term of ten (10) years from the Effective Date (the “Term”) and shall be filed with the Town Clerk. The Term of this Agreement may be extended by mutual consent of the Parties subject to a public hearing, pursuant to Section 163.3229, Florida Statutes (2019). This Agreement shall become effective on the Effective Date and shall constitute a covenant running

with the land that shall be binding upon, and inure to, the benefit of the Parties, their successors, assigns, heirs, legal representatives, and personal representatives.

6. Permitted Development.

6.1 Permitted Uses. The Property, excluding the Park Parcel, has a future land use designation of Commercial under the Town's Comprehensive Plan. The Property, excluding the Park Parcel, has a zoning designation of B-1 Business District under the Town's Land Development Regulations. The land use and zoning designations of the Property permit, among other things, multiple-family dwellings or apartments, hotels and related accessory uses, business and professional offices, retail, personal services, and restaurants. The Property may be used for all purposes permitted and regulated in these land use and zoning designations, as further set forth in the Town's Comprehensive Plan and Land Development Regulations. The Town finds that the Project, as proposed, is consistent with the uses permitted under this Agreement. Notwithstanding anything to the contrary in this Agreement, the permitted uses in the Project are subject to the following regulations:

(a) Owner voluntarily agrees to prohibit the use of "short-term" or "transient" rentals in the Project, which means any unit or group of units rented to guests for periods of less than six (6) months, or which is advertised or held out to the public as a place regularly rented to guests for periods of less than six (6) months. This short-term rental prohibition shall constitute a restrictive covenant that is binding on the Property and runs with the land to the Owner's successors and assigns.

(b) The Project shall be at a minimum certified as Silver by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) standards or equivalent sustainability standards.

(c) Owner shall allow a self-parking option for all residents and office tenants in the parking garage of the Project, in addition to valet services.

(d) The Project shall not include any valet parking in existing on-street parallel parking spaces along Kane Concourse without separate Town approval.

(e) The Project shall include 17 additional parking stackers on the roof of the parking garage, where there is sufficient height clearance, to provide for a total of 56 stackers on the garage roof.

(f) The vehicular entrance to the Project from the existing alley, located on the east façade of the building, shall be increased to a minimum width of 25 feet.

(g) The Project shall not allow vehicles to make left turns from the parking garage outbound onto 97th Street. The Project shall not allow vehicles to make left turns from the alley outbound onto West Bay Harbor Drive. Notwithstanding the foregoing, the Town reserves the right to re-evaluate this traffic pattern after completion of the Project and to permit left turns as may be appropriate.

(h) If the Town Manager has a reasonable belief that there is an undue burden on traffic flow caused specifically by vehicles going to/from the Project, then Owner shall pay the reasonable costs for services of police or other Town-appointed personnel to direct traffic the particular location and times of the day where necessary to alleviate the undue burden. Owner shall not be required to pay for any services to direct traffic caused vehicles going to/from any other location, and as other projects are developed, the Town Manager shall review new traffic impacts and require that those developers contribute proportionally to the cost of any services discussed herein.

(i) Owner shall allow up to one (1) hour of free parking in the Project's parking garage, for at least the first ten (10) years after the Project obtains a certificate of occupancy.

(j) After completion of the Project, Owner shall be required to rent supplemental parking spaces from the Town in the parking garage located at 1165 95th Street, at the Town's established standard public rate for this garage ("Overflow Parking"), pursuant to the below parameters:

1) At any time when the Project is at least 75% occupied, if the Town Manager has a reasonable belief that the number of parking spaces provided in the garage is not sufficient for the Project, then Owner shall enter into an agreement with the Town to rent Overflow Parking equal to the demonstrated deficiency in the Project, unless in the opinion of the Town Manager Owner provides satisfactory evidence that there is no need for Overflow Parking through a parking occupancy study.

2) Upon the first date that the Project is 85% occupied, Owner shall enter into an agreement with the Town to rent Overflow Parking in the amount of 28 total spaces, based on the following formula: 85% of Base Parking Required (548) minus parking provided (520). Subsequent to the execution of this parking rental agreement for 28 spaces, Owner shall have the right to prepare a parking occupancy study that demonstrates whether all 28 spaces are necessary for Overflow Parking. If, in the opinion of the Town Manager, Owner provides satisfactory evidence that there is no need for all 28 spaces or a portion of the 28 spaces of Overflow Parking required under this subsection, then Owner shall be released from all or a portion of the obligation to rent 28 spaces.

3) Upon the first date that the Project is 95% occupied, Owner shall enter into an agreement with the Town to rent Overflow Parking in the amount of 93 total spaces, based on the following formula: 95% of Base Parking Required (613) minus parking provided (520). Subsequent to the execution of this parking rental agreement for 93 spaces, Owner shall have the right to prepare a parking occupancy study that demonstrates whether all 93 spaces are necessary for Overflow Parking. If, in the opinion of the Town Manager, Owner provides satisfactory evidence that there is no need for all 93 spaces or a portion of the 93 spaces of Overflow Parking required under this subsection, then Owner shall be released from all or a portion of the obligation to rent 93 spaces.

In no case shall the amount of Overflow Parking required exceed 125 spaces, based on the following formula: Base Parking Required (645) minus on-site parking provided (520). Owner shall establish any and all Overflow Parking spaces as the preferred valet parking location so as to free up to maximum number of on-site spaces in the Project garage for self-parking.

(k) In the event of a hurricane, tropical storm, or other natural disaster, the Town may be permitted to use reasonable portions of the office space in the Project for a temporary emergency operation center if necessary and if adequate office space is available at the time of the event.

6.2 Density, Intensity, and Height. The maximum density, intensity, and height for any development on the Property shall be regulated by the Town's Comprehensive Plan and Land Development Regulations. At the Property, the maximum residential density is 80 dwelling units per acre and the maximum height is 75 feet, pursuant to relevant procedures for TDRs and bonus height. The intensity of development is limited by setbacks, height, building length, and other provisions of the Land Development Regulations. The Town finds that the Project, as proposed, is consistent with the density, intensity, and height permitted under this Agreement.

6.3 Development Approval. Owner shall be permitted to develop the Project for the duration of this Agreement. No further review by the Planning and Zoning Board shall be required for the Project to obtain building permits from the Town so long as "final working plans" for the Project, as defined in the Town Code, are submitted to the Town within eighteen (18) months of the Effective Date, and the final working plans are substantially in accordance with the plans for the Project approved by the Planning and Zoning Board. Modifications to the Project shall be permissible pursuant to procedures set forth in the Site Plan Approval and Town Code.

6.4 Performance/Demolition Bond. Owner agrees that, as a condition of master building permit issuance for the Project, Owner shall post a reasonable performance/demolition bond, letter of credit, or its equivalent in a form approved by the Town, to ensure that if construction of the Project commences but is later abandoned and not completed during the Term, then the Town may elect to use the posted amount for demolition of any partially-completed improvements on the Property and to restore the Property to its condition on the Effective Date (the "Bond"). Any obligations under the Bond shall be null and void and of no further effect once the Project receives its first temporary/permanent certificate of occupancy. It is further understood and agreed that the time at which the Project is deemed "abandoned" for purposes of the Bond may be extended beyond the expiration of the Term by the Town for good and sufficient cause.

6.5 Construction Staging. During construction of the Project, the Town shall allow Owner to temporarily use a nearby lot for construction staging and lay-down purposes, pursuant to an executed lease mutually agreed upon by the Parties, which requires no rent payments, has Owner indemnifying and holding harmless the Town for any acts or omissions during Owner's temporary use of the lot, and requires that Owner restore the lot to its previous condition (including resurfacing, if necessary) after the Owner's construction staging use ends. Notwithstanding the above, Owner's construction staging shall not occur on the Park Parcel.

7. Prohibition on Downzoning.

7.1 The Comprehensive Plan in effect on the Effective Date, the Existing Zoning, and this Agreement shall govern development of the Project for the duration of this Agreement. The Town's laws and policies adopted after the Effective Date may be applied to the Project only if the determinations required by Section 163.3233(2), Florida Statutes (2019) have been made after thirty (30) days written notice to the Owner and following a public hearing or as otherwise provided herein.

7.2 Pursuant to the Act, this prohibition on downzoning supplements, rather than supplants, any rights that may vest to the Owner under Florida or Federal law. As a result, the Owner reserves the right to challenge any subsequently adopted changes to the Land Development Regulations that are in conflict with this Agreement based on (a) common law principles including, but not limited to, equitable estoppel and vested rights, or (b) statutory rights which may accrue by virtue of Chapter 70, Florida Statutes (2019).

8. Park Conveyance. Owner shall convey the Park Parcel to the Town, granting all right, title, and interest in the Park Parcel to the Town, said conveyance to occur by deed in substantially the form attached hereto as **Exhibit C** (the "Park Conveyance").

9. Transfer of Development Rights. The Town shall provide Owner with twenty-four (24) TDRs from the Town's reserve bank of commercial TDRs for Owner to utilize to develop the Project (the "TDR Transfer"). Pursuant to Town Code Section 23-22.2(c), the Council may develop an alternative value method for reserve bank TDRs consistent with the goals, objectives, and vision of the Town; which in this case is based on the value added by establishing a new public waterfront park on the Park Parcel.

10. Alley Closure. The Town shall permanently vacate and close the public right-of-way within the Property, in accordance with the below terms (the "Alley Closure"):

10.1 The Town shall close, vacate, abandon, and discontinue for public use that certain portion of public right-of-way 20 feet in width between West Bay Harbor Drive and Bay Harbor Terrace, within Block 21, according to the Plat of Bay Harbor Island, as recorded at Plat Book 46, Page 5, which is more particularly described on **Exhibit D** hereto (the "Partial Alley"). When closed and vacated, the Town agrees that all reversionary rights to the Partial Alley shall accrue to the Owner as the owner of all platted subdivision lots abutting the Partial Alley.

10.2 Following the Alley Closure, Owner shall allow continued vehicular and pedestrian access to the Partial Alley consistent with its use on the Effective Date until such time that construction commences on the Project.

10.3 As a condition of approving the vacation and closure of the Partial Alley, the Town hereby reserves an easement interest in the sanitary sewer line running under the Partial Alley, and Owner agrees to execute an easement to memorialize the perpetual rights of the Town to access, maintain, and repair the sanitary sewer line running under the Partial Alley within the Project, with Owner retaining the obligation to restore areas of work to a condition at least equal to its prior condition after the Town fills in any portions of the Partial Alley excavated to complete work on the sewer (the "Sewer Easement"). Owner shall deliver the executed Sewer Easement prior to issuance of a building permit for the Project.

10.4 As a condition of approving the vacation and closure of the Partial Alley, prior to the date that Owner obtains a building permit for the Project, Owner shall also grant the Town a perpetual easement for alternative ingress/egress to the alley on Block 21, to be held open to the public for vehicular use, said easement to be in substantially the form attached hereto as **Exhibit E** (the “Access Easement”).

11. Terms of Park Conveyance, TDR Transfer, and Alley Closure. Prior to final Town Council approval of this Agreement, Owner shall deliver to the Town an executed deed for the Park Conveyance (“Park Deed”). The Town agrees to hold the Park Deed in escrow and not record the deed until this Agreement is final and all applicable periods to challenge or appeal the validity or legality of this Agreement have expired without any such challenge or appeal being filed or initiated. After receipt of the Park Deed and simultaneously to Town Council consideration of this Agreement, the Town shall consider separate resolution(s) approving the Alley Closure and the TDR Transfer as may be necessary, it being understood that the Park Deed shall not be taken out of escrow and recorded until the Alley Transfer and the TDR Transfer are also finalized and non-appealable. Owner and Town agree that the Park Conveyance shall constitute the consideration for the TDR Transfer and Alley Closure, based on the following valuations:

	Town to Receive	Value	Owner to Receive	Value
	Park Parcel	\$2,550,000	24 Commercial TDRs (\$65,000 per TDR)	\$1,560,000
			Partial Alley (net)	\$841,000
Totals		\$2,550,000		\$2,401,000

12. Public Benefits for Bonus Height. Pursuant to Town Code Section 23-11(c)(8), Owner seeks to utilize the Town’s Public Benefits Program to obtain an additional 10 feet of bonus height for the Project up to a maximum 75 feet of “building height,” as defined in the Town Code. The Town shall consider the following as public benefits that serve a public purpose in Owner’s request for 10 feet of bonus height:

12.1 Sewer Upgrade. Although it is not necessary to increase sanitary sewer capacity to service the Project, Owner agrees to be solely responsible for upgrading the existing 15-inch VCP sanitary line that runs in the Partial Alley to a new 18-inch sanitary line during construction of the Project (the “Sewer Upgrade”). The Sewer Upgrade shall extend from Manhole 77 in West Bay Harbor Drive to Manhole 67 in Bay Harbor Terrace. The estimated cost of the Sewer Upgrade is Five Hundred Thirteen Thousand Dollars (\$513,000).

12.2 Park Contribution. Owner shall pay the Town a total of Five Hundred Thousand Dollars (\$500,000) to be used exclusively for design, planning and/or development of a new waterfront park on the Park Parcel (the “Park Contribution”). The Park Contribution shall be paid in full prior to issuance of a building permit for the Project.

12.3 Surplus Park Contribution. Under the terms of the Park Conveyance set forth in Section 11 herein, the Town is receiving One Hundred Forty Nine Thousand Dollars (\$149,000) in net surplus value. In addition to the cash payment of \$500,000 described in Section

12.2 above, Owner shall allow the Town to retain this net surplus value for design, planning and/or development of a new waterfront park on the Park Parcel.

13. Development Permits. Provisions of this Agreement may require that the Town and its boards, departments or agencies, take certain governmental actions, acting in their governmental capacity, to issue certain Development Permits for the Owner to develop the Project in accordance with the Existing Zoning and this Agreement. The Project may also require additional permits or approvals from County, State or Federal governments or any division thereof. Subject to required legal processes and approvals, the Town shall make a good faith effort to take all reasonable steps to cooperate with and facilitate all such approvals. Such permits and approvals for the Project may include, without limitation, the following:

- 13.1 Town Site Plan Approval;
- 13.2 Town approval of Partial Alley closure;
- 13.3 Town approval of TDR transfer;
- 13.4 Town approval of Owner's contributions to the Town's Public Benefit Program in exchange for 10 feet of additional bonus height;
- 13.5 A Covenant-in-Lieu of Unity of Title and/or Unity of Title and/or Declaration of Restrictions for the Property;
- 13.6 Water and sanitary sewage agreement(s);
- 13.7 Paving and drainage plans and permits;
- 13.8 Demolition permits;
- 13.9 County transit approvals;
- 13.10 State of Florida Department of Transportation (FDOT) right-of-way permits or other approvals;
- 13.11 Building permits;
- 13.12 Certificates of use and/or occupancy;
- 13.13 Stormwater permits; and
- 13.14 Any other official action of the Town or other government agency having the effect of permitting or authorizing the Project on the Property.

14. Applications for Development Approvals and Permits. Following the Effective Date of this Agreement, the Owner will initiate and diligently pursue all applications for Development Orders and Development Permits that may be necessary for the Project but that were not previously initiated or completed. The Town shall process any such Development Permit and Development Order applications in a timely fashion and join in application(s) as may be necessary. Notwithstanding the foregoing, Owner shall be solely responsible for obtaining all final, non-appealable Development Orders and Development Permits for the Project.

15. Compliance with Local Regulations Regarding Development Permits. The Owner and the Town agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the law or regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject to the terms of Section 7 of this Agreement.

16. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any party to this Agreement under applicable laws and each party hereto reserves any and all of such rights.

17. Consistency with the Town's Comprehensive Plan. The Town has adopted and implemented the Comprehensive Plan. The Town hereby finds and declares that the provisions of this Agreement dealing with the Property and the Project are consistent with the Town's Comprehensive Plan and Land Development Regulations (subject to all applicable requirements, permits and approvals).

18. Concurrency. As of the Effective Date, Owner is conducting an extensive analysis of the Public Facilities available to serve the Project. In the event that the Existing Zoning or the Comprehensive Plan requires Owner to provide additional Public Facilities to accommodate the Project, Owner will provide such Public Facilities consistent with the timing requirements of Section 163.3180, Florida Statutes (2019). Owner shall be solely responsible for obtaining all land use permits, including, but not limited to, all permits and approvals required pursuant to Section 163.3180, Florida Statutes (2019), with respect to concurrency requirements for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and schools (the "Concurrency Requirements"). Prior to obtaining its building permit for the Project, Owner shall apply to the appropriate governmental authorities and obtain letters or other evidence that Owner has obtained all applicable Concurrency Requirements, and shall diligently and in good faith obtain such letters or other evidence that the Project meets all applicable Concurrency Requirements and shall pay such impact fees as may then be due or applicable to meet Concurrency Requirements.

19. Annual Review. Pursuant to Section 163.3235, Florida Statutes (2019), the Town shall review the Property subject to this Agreement once every twelve (12) months, commencing 12 months after the Effective Date. The Town shall begin the review process by giving notice to Owner, a minimum of thirty (30) days prior to the anniversary date of the Agreement, of its intention to undertake the annual review of this Agreement. Any information required of Owner during an annual review shall be limited to that necessary to determine the extent to which the Owner is proceeding in good faith to comply with the terms of this Agreement.

20. Default. A Party shall be in default under this Agreement if said Party fails to perform or breaches any term(s), covenant(s) or condition(s) of this Agreement, which breach is not cured within thirty (30) days after receipt of written notice from another Party specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then the Party shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion. It shall not be a default under this Agreement if any Party is declared bankrupt by a court of competent jurisdiction. All rights and obligations in this Agreement shall survive such bankruptcy of any Party. The Parties hereby forfeit any right to terminate this Agreement upon the bankruptcy of a Party. For

purposes of clarity, the Project may be developed by multiple parties in multiple phases. Any actual or alleged default by a developer of a portion(s) or phase(s) of the Project, including without limitation the Owner, shall not cause, nor be treated, deemed, or construed as a default by another developer or Party with respect to any other portion(s), phase(s) or component(s) of the Project. Neither Party may terminate this Agreement upon the default by another Party, but shall have all remedies enumerated herein. Upon occurrence of a default by a Party to this Agreement not cured within the applicable grace period, the Town and Owner agree that any Party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such Party to also seek monetary damages, injunctive relief or any relief other than termination of this Agreement. The Town hereby acknowledges that any claim against the Town for damages under this Agreement is not limited by sovereign immunity or similar liability limitation.

21. Strict Performance; Waiver. No failure by the Town or Owner to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an event of default hereunder shall constitute a waiver of any such default, event of default or of such other covenant, agreement, term or condition hereunder.

22. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Town at: Attn: J.C. Jimenez
 Town Manager
 Town of Bay Harbor Islands
 9665 Bay Harbor Terrace
 Bay Harbor Islands, Florida 33154

With a copy to: Attn: Frank C. Simone, Esq.,
 Town Attorney
 Town of Bay Harbor Islands
 701 Brickell Avenue, Suite 1550
 Miami, Florida 33131

If to Owner at:	Attn: David E. Eisenberg Chief Executive Officer Wharton Equity Partners, LLC 3250 NE 1 st Avenue, Suite 211 Miami, FL 33137	Attn: Benjamin Yorker Vice President, Development Northwood Ravin 127 Scaleybark Road Charlotte, NC 28209
-----------------	---	---

With a copy to: Attn: Neisen O. Kasdin, Esq.
 Akerman LLP
 Three Brickell City Centre
 98 SE 7th Street, Suite 1100
 Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in U.S. mails. Terms of this Section shall survive the termination of this Agreement.

23. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The Owner and the Town agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the Parties with respect to this Agreement. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the Parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the Parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE TOWN AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

24. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

25. Time of Essence. Time shall be of the essence for each and every provision hereof.

26. Entire Agreement. This Agreement, together with the documents referenced herein, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. Neither party shall be bound by any agreement, condition, warranty nor representation other than as expressly stated in this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by both Parties hereto, subject to the requirements for the amendment of development agreements in the Act.

27. Assignment and Transfer. This Agreement shall be binding on the Owner and its heirs, successors and assigns, including the successor to or assignee of any interest in the Property. Notwithstanding the foregoing, prior to the receipt of a temporary certificate of occupancy ("TCO") for the Project, the Town shall have the right, in its discretion not to be unreasonably withheld, to approve any successor to Owner prior to the full transfer, sale or assignment of the Property by Owner (a "Transfer"), provided, however, such prior approval shall not be required for: (i) any partial Transfer of the Property provided, however, that Northwood or Wharton have decision making powers with the Town as provided in this Agreement and in the development of the Project following such Transfer, and whether through direct or indirect ownership of Owner or contractual rights regarding the development of the Project; (ii) any full Transfer of the Property by Owner to any affiliate of Northwood or Wharton provided, however, that Northwood or

Wharton have decision making powers with the Town in this Agreement and in the development of the Project following such Transfer; (iii) any investment by a third party in Owner or divestiture by Owner to a third party, provided, however, that Northwood or Wharton have decision making powers with the Town as provided in this Agreement and in the development of the Project following such investment or divestiture; or (iv) any financing of the Property or the Project obtained by Owner (a "Project Loan"), which may include the collateral assignment of this Agreement and Owner's rights and obligations hereunder as security for such Project Loan and the exercise of those rights and obligations by the lender providing the Project Loan following any enforcement action taken pursuant to the collateral assignment. Furthermore, in connection with any Project Loan, the Town agrees to acknowledge any such collateral assignment in writing for the benefit of such lender and, upon receiving the necessary contact information, to provide such lender with a copy of any notice of default being provide to Owner under the terms of this Agreement and to permit such lender to cure any such default by Owner. Following the receipt of a TCO, Owner may Transfer all or any portion of the Property or of itself without the prior consent of the Town. Owner agrees to provide the Town with written notice of any full Transfer of the Property, which notice shall include a copy of the written assumption of all applicable rights and obligations under this Agreement by the transferee, and thereafter the transferor shall be released from all such obligations assumed by such transferee.

28. Police Power.

28.1 The Parties hereto recognize and agree that certain provisions of this Agreement require the Town and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the Town's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Owner to compel the Town to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or Development Orders, as more fully set forth herein, and to timely process such applications.

28.2 The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the Town from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Project or the Property.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

Aloixe
Print Name: ALOIXE SOSA

Margela
Print Name: GUARRACINO, MARCELA

By: *J.C. Jimenez*

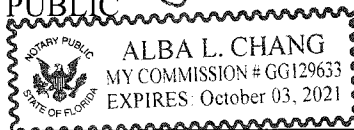
Name: J.C. Jimenez

Attest: *Marlene M. Siegel*
Town Clerk Marlene M. Siegel

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2020, by J.C. Jimenez, as TOWN MANAGER of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

Alba L. Chang
NOTARY PUBLIC



Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: 44129633

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed, sealed and delivered
in the presence of:

**N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC,**
a Delaware limited liability company

Print Name: MICHAEL WILSON

By: Bull

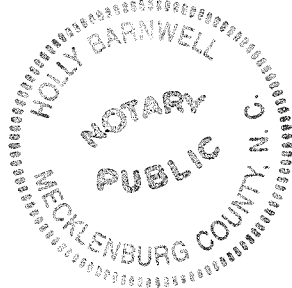
Print Name: Jennifer Mayhew

Name: BEN YORKER

Title: VICE PRESIDENT

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 6th day of February, 2020, by Ben Yorker, as Vice President of N/R WHARTON/ KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.



Holly Bamwell
NOTARY PUBLIC

Holly Barnwell
Typed or Printed Name of Notary
My Commission expires: April 24, 2023
Serial No., if any:

EXHIBIT A**LEGAL DESCRIPTION:**

PARCEL A:

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

PARCEL C:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS, FLORIDA.

EXHIBIT B

LEGAL DESCRIPTION:

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF
THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS,
FLORIDA.

Prepared by:
Nicholas J. Barshel, Esq.
Akerman LLP
98 Southeast Seventh Street
Miami, FL 33131

After recording, return to:
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Folio Number: 13-2227-001-0790

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 2nd day of December, 2019, by N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company (the "**Grantor**"), whose mailing address is 127 Scaleybark Road, Charlotte, NC 28209, to the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation (the "**Grantee**"), whose address is 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver to Grantee, its successors and assigns forever, the real property located in Bay Harbor Islands, Miami-Dade County, Florida (the "**Property**") described in **Exhibit A** attached hereto.

TOGETHER WITH all improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property, unto Grantee, and Grantee's successor and assigns, in fee simple forever.

SUBJECT TO the easements, restrictions, agreements, reservations and other matters of record, none of which are deemed to be extended or re-imposed by this reference, and all real estate taxes for 2020 and all subsequent years.

AND GRANTOR does hereby covenant with and warrant to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does fully warrant the title to the Property subject to the matters referred to above and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but none others.

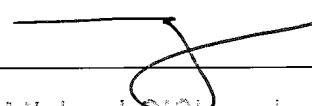
IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC, a Delaware Limited
Liability Company


Printed Name: CHRIS CARROLL

By: 

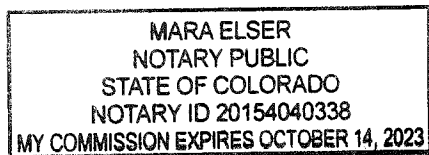
Name: Michael O'Shaughnessy

Title: Managing Director


Printed Name: BRIAN CLEARY

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2019, by MICHAEL O'SHAUGHNESSY, as MANAGING DIRECTOR of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, being the Grantor, who is [☒] personally known to me or [] who has produced a driver's license as identification.




Name: MARA ELSER
Notary Public, State of COLORADO
My commission expires: 10/14/2023

EXHIBIT A

LEGAL DESCRIPTION OF LAND

LOT 32, BLOCK 3 OF "BAY HARBOR ISLAND", ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF
THE PUBLIC RECORDS OF MIAMI/DADE COUNTY RECORDS,
FLORIDA.

EXHIBIT D



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LH # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8194-16
CLIENT :
DSS

LAND DESCRIPTION AND SKETCH

WEST BAY HARBOR DRIVE

LOT 9
BLOCK 21

LOT 8
BLOCK 21

LOT 7
BLOCK 21

LOT 6
BLOCK 21

LOT 5
BLOCK 21

LOT 4
BLOCK 21

LOT 10
BLOCK 21

LOT 11
BLOCK 21

LOT 12
BLOCK 21

LOT 13
BLOCK 21

LOT 14
BLOCK 21

LOT 15
BLOCK 21

20' ALLEY (TO BE VACATED)

300.00'

0.1371 ACRES

N02°38'50"W
20.00'

S87°21'10"W
300.00'

S02°38'50"E
20.00'

LAND DESCRIPTION:

THAT 20.00 FOOT ALLEY LOCATED SOUTH OF AND ADJACENT WITH LOTS 3, 4, 5 AND 6, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOTS 9, 10, 11, 12, 13 AND 14, BLOCK 21 OF WEST HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF HAMILTON COUNTY, FLORIDA.

SAID LANDS SITuate, LIEing AND BEing IN HAMILTON COUNTY FLORIDA, CONTAINING 6,000 SQUARE FEET MORE OR LESS.

LEGEND:
LHD INDICATED BY
OWN DRAWN BY
FB/PG FILE BOOK AND PAGE
DWN PLAT BOOK
REC BROWARD COUNTY RECORDED
FOR POINT OF BEGINNING
FOR POINT OF COMMENCEMENT

NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON HAVE NOT ABSTRACTED FOR RECORDS-OF-DEED, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 13, BLOCK 21, WEST HARBOR ISLAND, FILE 46, POL 51, W/CD 1, THE LINE BEING NORTH 87° 21' 10" W.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY CERTIFICATION IN JUNE, 2018. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 322.17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: 
RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4788

REVISIONS	DATE	FB/PG	DWN	CRD
LAND DESCRIPTION AND SKETCH	06/21/18	-----	JE	REC

LAND DESCRIPTION AND SKETCH FOR A PORTION OF A 20 FOOT ALLEY (TO BE VACATED)

PROPERTY ADDRESS :
1177 FINE CONCOURSE
SCALE: 1" = 40'
SHEET 1 OF 1

46218010;16

EXHIBIT E

**This instrument prepared by and
after recording return to:**

*Nicholas J. Barshel, Esq.
Akerman LLP
98 Southeast Seventh Street
Miami, FL 33131*

(Reserved for Clerk of Court)

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT (the "Easement") is made this ____ day of _____, 20____ by N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company ("Grantor"), in favor of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida, which is more particularly described in the attached **Exhibit A** ("Property"); and

WHEREAS, Grantor is constructing a mixed-use development on the Property, consisting of multifamily dwelling units, office space, commercial space, and significant other building amenities and ground-level outdoor improvements, as is depicted in that plan set entitled *1177 Kane Concourse*, and dated August 15, 2019, which is on file with the Town of Bay Harbor Islands and incorporated herein by reference; and

WHEREAS, in furtherance of the Project, Grantee has agreed to vacate, abandon, and discontinue for public use a portion of the 20 foot-wide public alley extending between West Bay Harbor Drive and Bay Harbor Terrace ("Alley"), which lies within the Property; and

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual easement to Grantee with respect to the Easement Area (defined below) for the purpose of maintaining a vehicular access route from the Alley to the public right-of-way known as 97th Street; and

NOW THEREFORE, Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual easement for the benefit of the Grantee and of the general public, in, upon, and through the land in Miami-Dade

County, Florida, more particularly described in **Exhibit B** attached hereto and made part hereof ("Easement Area"), for the express purpose of public access and use as a vehicular egress route from the Alley to 97th Street along a paved driveway.

It is understood and agreed that, in conjunction with Grantor's development of the Project, Grantor shall construct on and improve the Easement Area with a paved driveway in accordance with the plans approved by the Grantee as part of the Project. Grantor's maintenance obligations in the Easement Area shall include, but are not to be limited to, all maintenance and repair of all improvements constructed under a duly issued permit from the Grantee, and ensuring that the same are maintained in a safe and well-kept manner, so as not to pose a safety hazard to the public and to be aesthetically pleasing in this highly visible location.

Grantor shall maintain the right to construct and install features and improvements of the Project over, under, around, and within the Easement Area; provided, however, that a continuous, unobstructed way of vehicular passage, extending horizontally twenty (20) feet in width and vertically fourteen (14) feet in height, shall remain at all times ("Alley Egress"). No improvements, features, obstructions or encroachments of any kind shall be permitted within the Alley Egress, except for (i) protrusions and other improvements required by law (e.g. life safety apparatus), (ii) temporary obstructions for such periods of time as may be reasonably required for repairs and maintenance to the Easement Area and/or the improvements located therein, or (iii) temporary closures under emergency circumstances.

Grantor, its successors and/or assigns, do hereby indemnify, defend and hold harmless, at Grantor's sole cost and expense, Grantee, its officials and employees, from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims), arising out of, or resulting from, the injury to or the death of any person, or damage or loss to the property of any person, caused by the negligent or wrongful act or omission of Grantor, its authorized agents or employees, in performing (or failing to perform) its maintenance obligations with respect to the Easement Area as required herein, and/or by the failure of Grantee to comply with all applicable laws, rules, codes and regulations relative to arising by virtue of the relocation of a public right-of-way from the Alley onto the Property in certain locations, including, without limitation, the Florida Building Code.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantor will defend the title to the lands within the Easement Area against all persons claiming by, through or under Grantor. Grantor hereby reserves the right to use the Easement Area for Grantor's own benefit and all other rights of ownership in and to the Easement Area, including without limitation the right to grant further easements therein so long as the same are consistent with the use and rights granted to Grantee hereunder; providing, however, that the benefits herein granted to the general public shall not be interfered with or diminished except in some minor or incidental manner when necessary, and those rights exercised by Grantor are not inconsistent with the use and rights granted to Grantee hereunder.

The Easement is to be governed by and construed under the laws of the State of Florida. Any claims, actions or proceedings arising between the Grantor and Grantee under the Easement

shall be instituted and maintained in Miami-Dade County, Florida. Each party shall bear their own attorney's fees.

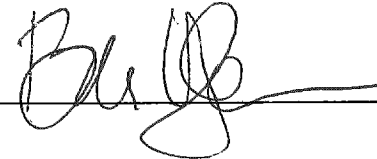
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

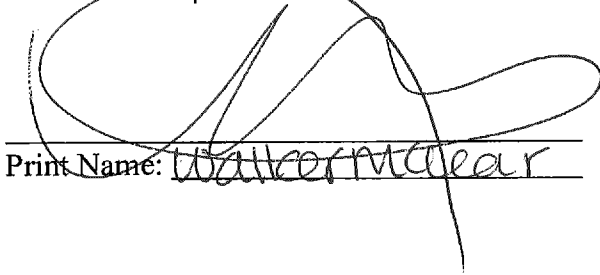
Signed, sealed and delivered
in the presence of:

GRANTOR:

**N/R WHARTON KANE CONCOURSE
PROPERTY OWNER, LLC,**
a Delaware limited liability company


Print Name: Daniel Ravn

By: 

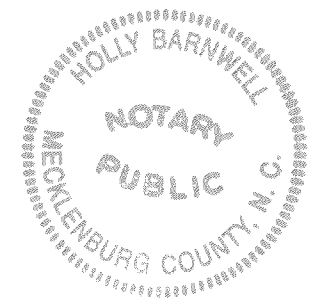

Print Name: Walter McClear

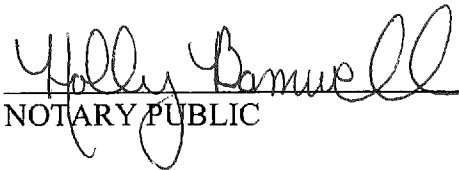
Name: BEN YORKER

Title: VICE PRESIDENT

North Carolina
STATE OF ~~FLORIDA~~)
Mecklenburg) SS
COUNTY OF ~~MIAMI-DADE~~)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2020, by Ben Yorker, as Vice President of N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.




NOTARY PUBLIC

Holly Barnwell
Typed or Printed Name of Notary
My Commission expires: April 24, 2023
Serial No., if any: _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTEE:

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

Aloixe
Print Name: ALOIXE SOSA

By: [Signature]

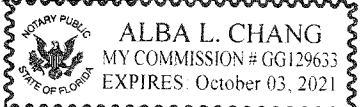
[Signature]
Print Name: GUARBAINO, MARCELA

Name: J.C. Jimenez

Attest: [Signature]
Town Clerk

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2020, by J.C. Jimenez, as Town Manager of the TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification and who did (or did not) take an oath.

[Signature]
NOTARY PUBLIC


Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: GG 129633

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A:

LOTS 7, 8, 9, 10 AND 11, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 9, 10 AND 11 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

PARCEL B:

LOTS 5, 6, 12, 13 AND 14, LESS THE SOUTH FIFTEEN (15') FEET OF LOTS 12, 13 AND 14 OF BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA.

AND

THAT 20.00 FOOT ALLEY LOCATED SOUTH OF AND ADJACENT WITH LOTS 5, 6, 7 AND 8, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOTS 9, 10, 11, 12, 13 AND 14, BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MAIMI/DADE COUNTY, FLORIDA.

EXHIBIT B LEGAL DESCRIPTION OF THE EASEMENT AREA

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8194-16

CLIENT :

DSS

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

A PORTION OF LOT 5 AND LOT 14, BLOCK 21 AND THE PORTION OF THAT 20.00 FOOT ALLEY (TO BE VACATED) LOCATED SOUTH OF AND ADJACENT WITH LOT 5, BLOCK 21, AND NORTH OF AND ADJACENT WITH LOT 14, BLOCK 21 OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 5;

THENCE SOUTH 87°21'10" WEST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 19.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°38'50" EAST, A DISTANCE OF 109.75 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 76°58'09" WEST);

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.58 FEET, A CENTRAL ANGLE OF 65°58'30" AND AN ARC DISTANCE OF 29.46 FEET;

THENCE SOUTH 02°38'50" EAST ALONG THE EAST LINE OF SAID LOT 14 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 23.17 FEET;

THENCE SOUTH 87°21'10" WEST, A DISTANCE OF 42.13 FEET;

THENCE NORTH 02°38'50" WEST, A DISTANCE OF 153.17 FEET;

THENCE NORTH 87°21'10" EAST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED LINES OF THIS INGRESS/EGRESS EASEMENT ARE TO BE EXTENDED VERTICALLY UPWARDS TO A LIMIT OF 14.00 FEET ABOVE THE FINISHED GROUND FLOOR LEVEL, THESE UPPER VERTICAL LIMITS TOGETHER WITH THE COURSES AND DISTANCES AROUND THE SAID INGRESS/EGRESS EASEMENT DEFINE THOSE CERTAIN RIGHTS TO MAINTAIN AND OPERATE WITHIN SAID EASEMENT.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI/DADE COUNTY FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 5, BLOCK 21 "BAY HARBOR ISLAND", P.B. 46, PG. 5, M/D.C.B. SAID LINE BEARS N2°38'50"W.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN JANUARY, 2019. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: 

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH	01/21/19	---	AM	REC

LAND DESCRIPTION
AND SKETCH FOR
INGRESS/EGRESS
EASEMENT

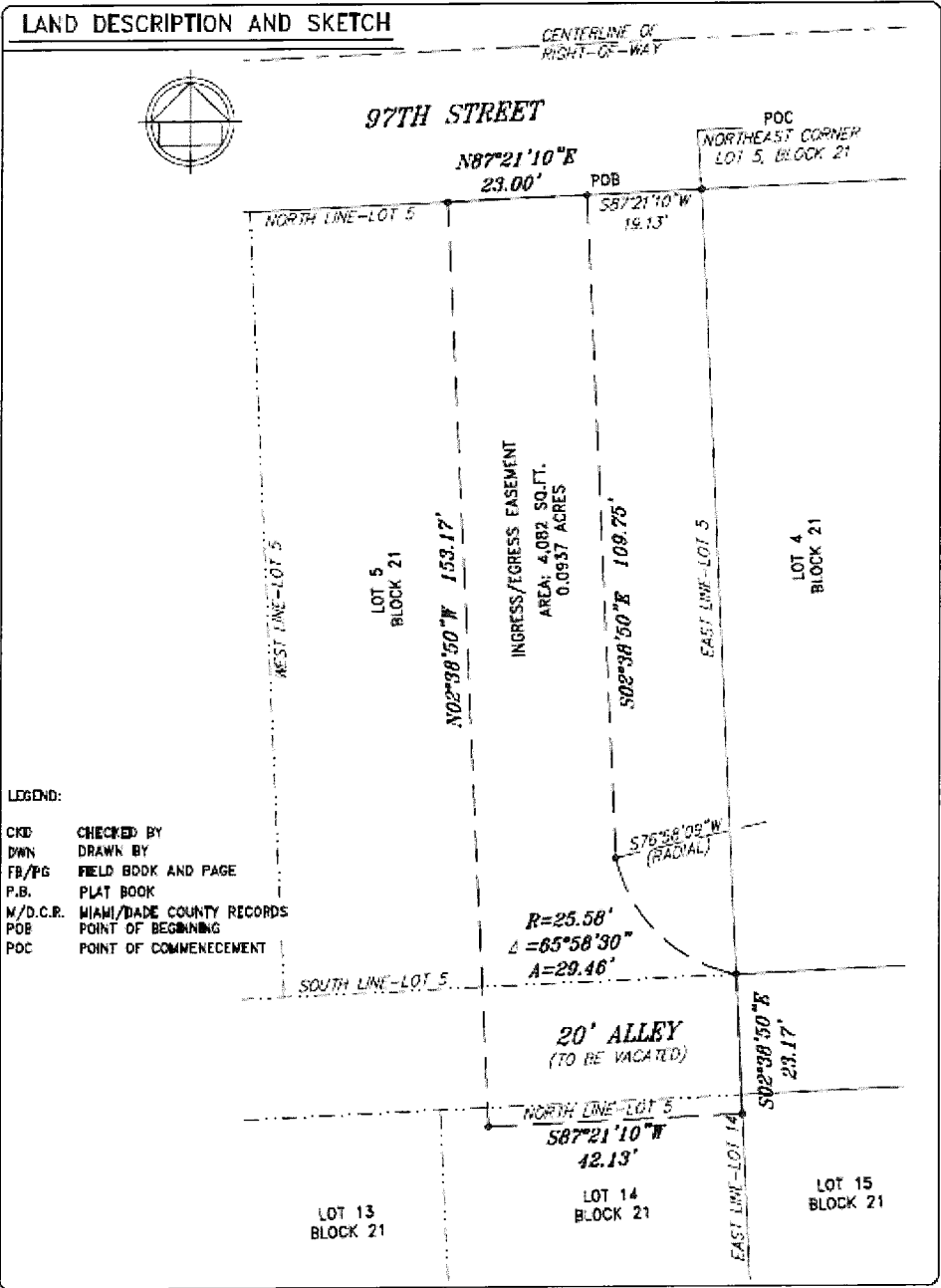
PROPERTY ADDRESS :
1177 KANE CONCOURSE

SCALE: N/A

SHEET 1 OF 2

EXHIBIT B
SKETCH OF THE EASEMENT AREA

 COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	PROJECT NUMBER : 8194-16
	CLIENT : DSS



REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH	01/21/19	----	AW	REC

LAND DESCRIPTION AND SKETCH FOR INGRESS/EGRESS EASEMENT	PROPERTY ADDRESS : 1177 KANE CONCOURSE
	SCALE: 1" = 20'
	SHEET 2 OF 2

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 23.

ITEM: Consideration and possible action of a contract award for Tennis Professional services to Caniza Tennis Instructors, Inc. for a three (3) year term. Enclosed are copies the proposal received.

DESCRIPTION:

On May 13, 2021, staff received proposals from two (2) Tennis Professionals to operate and supervise the Tennis Courts, as follow:

*	Caniza	Tennis	Instructors,	Inc.
*	GM	Sports	Tennis,	LLC

It should be noted that Caniza Tennis Instructors, Inc. submitted several letters of recommendations from residents of the Town.

Based on the proposed fees, experience with the Town and letters of recommendations, staff recommends award of the contract to Caniza Tennis Instructors Inc.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

There is no Fiscal Impact for this service

BUDGET IMPACT:

Submitted By: Regine Choute, Community Services Director
Maria Lasday, Town Manager

ATTACHMENTS

1. Agenda Item

Bay Harbor Island Tennis Courts

Company Name: GM Sports Tennis LLC
Address: 8900 Collins Ave, Surfside FL 33154
Phone Number: 816-646-7364
Management: Pablo Montesi & Cristian Garcia
Website: www.gmsportstennis.com
Email: gmsportstennis@gmail.com
Certifications: Uspta and Ptr certified.

We would like to take this opportunity to introduce our tennis management company, GM Sports Tennis LLC.

For the last seven years GM Sports Tennis has maintained a fantastic relationship with the administration, tennis players, residents and community of Surfside. We have run the junior and adult programs as well as provided private instruction to Surfside residents.

Enclosed is our proposal to maintain and service the Bay Harbor Island tennis courts for the next 3 years. Please do not hesitate to contact us with any questions you may have regarding the proposal. Please note that this is an initial proposal, and we are flexible on the deliverables and terms of any agreement between us and the town of Bay Harbor Island.

We are also aware of the relationship that exists with the current pro who has managed the courts and are willing to work with him in order to incorporate him into our program if that is something the town requests.

Deliverables

- Court Access to be arranged and monitored by GM Sports.
- Equipment including: court supplies, ball machine, drinks first aid to be supplied and stocked by GM (if there is electricity we would have a fridge with water in a shed)
- Daily maintenance including nets, windscreen, and trashcans will be done at the expense of GM.
- Hours of operation 7am to 9pm (assuming existing on site lighting).

-24^{hour} Reservation done online.

Proposed Improvements To The Facility Done At GM Sports Expense

-New Windscreens where needed

-New Tennis Nets

-A friendly easy to use Online booking system for reservations

-Shades/umbrellas or Canopy

-Benches

-Storage Shed / We would get a shed big enough where we can keep our equipment and anything necessary for the courts, If there is access to electricity we would get a mini fridge for drinks.

-14 Free Adult Tennis clinics and 14 Free Children Tennis Clinics "per year"(October to April), Equivalent to 4 classes per month. Giving residents an opportunity to learn about the sport and our service. Reservation necessary. Announcements on our website gmsportstennis.com (check current "Test" on our website) Times TBD.

- 4 Free Senior Tennis Classes (We will provide racquets for everyone, modified slow impact drills, balance training, hand eye coordination and stretching)

- Match play management. Residents can contact GM to organize a singles, doubles match or just hitting. We will create a "whatsapp" group where only residents that are looking to play and meet new tennis enthusiast from the town can talk to each other and invite themselves to use the courts. We will administrate the chat and we will let them connect for play.

- Private instruction: One on one coaching. \$80 for Residents of BHI

- Free court time for BHI residents and their guests.

- After school program: Arranged transportation from school to the tennis courts. Price \$13 per kid 6 max per court.

-Adult Clinics will be offered based on demand. \$20 per person minimum 3 people

-Summer Camp. We would love to work with the Town to continue helping them with the summer camp group classes.

-Pickle ball Project to be discussed in the event of a longer-term contract. We would consider introducing this new sport to the Seniors Residents and any enthusiast of this simple low impact Sport that is growing all around the States.

With the cooperation of the town this project can be possible. With an extended contract GM Sports would be interested to take on the cost of re painting the facility. Grass area that connects with the west side fence has to be leveled to create more space for this small court see pic below. We could also shift the two-tennis court roughly 2 feet to the east side to create enough space for Pickle ball, not only will allow us to play Pickle ball but it will add two small courts for Children 10 years old. Net dividers between courts would be recommended. This project will require to re painting the whole area for Tennis courts and Pickle ball.



Contract Plan

GM Sports will operate as an independent contractor and manage all aspects of tennis at Bay Harbor Island. GM Sports will maintain it's own separate liability insurance for GM Sports. GM Sports is in good standing with all of its existing accounts. We are financially solid, and have never filed chapter 11 or been litigated against.

References

Tim Milian

Directors of Parks and Recreation, Surfside Town

Phone: 305.866.3635

Adrian Hernandez

Superintendent at Parks and Recreation, Surfside Town

Phone: 305.866.3635, Ext. 281

Monica Graham

Owner of Hampton Racquet Club, East Hampton NY (Hamptonracquet.com)

Phone: 917 327-1700

Charlie Vandercook

Owner of Future Stars LLC, NY (fscamps.com – futurestarssouthampton.com)

Phone: 917 916 9158

Proposal to Operate the Tennis
Courts for the
Town of Bay Harbor Islands

Insert Head Shot

Submitted by Pedro Caniza
Caniza Tennis Instructions Inc
May 12, 2021
786-231-4072

TOWN OF BAY HARBOR ISLANDS, FLORIDA
INVITATION TO BID
TENNIS COURTS

All interested parties are hereby notified that the Town of Bay Harbor Islands (the "Town") will accept Sealed Bids for the "operation and supervision of the Tennis Courts located in Bay Harbor Islands, Florida". **All bids must be received by the Town Clerk, Town of Bay Harbor Islands, at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, up to 3:00 P.M. on Thursday, May 13, 2021** at which time bids will be publicly opened and read aloud.

The nature and scope of the services:

A. The Town of Bay Harbor Islands is seeking a proposal with an individual, group, or business, referred to in this proposal as Tennis Professional to operate and supervise the Town's tennis courts as an independent contractor, on behalf of the Town. The services to be provided will include the following: manage, maintain, and operate the tennis courts as outlined in a formal agreement with the Town; or, alternatively,

B. The Town of Bay Harbor Islands is also requesting a proposal to contract with an individual, group or business, to supervise and maintain the Town's Tennis courts as an independent contractor on behalf of the Town. The services to be provided will include the following: supervision and maintenance of the tennis courts only.

Contract documents are open to public inspection between 9:00 AM and 5:00 PM Monday to Friday at the Office of the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 and may be available for download on the Town's website <https://www.bayharborislands-fl.gov/Bids.aspx?CatID=17> under "Bid Invitations". Any questions regarding the Bid Invitation specifications and process should be directed to Regine Choute at (786) 646-9970 or email rchoute@bayharborislands-fl.gov.

All bids shall be clearly marked "BHI Tennis Courts" and must be submitted in a sealed envelope to the Town Clerk on or before Thursday, May 13, 2021, at 3:00 P.M., local time (the "Bid Submittal Deadline"). Immediately thereafter, Bids will be opened publicly and read aloud. The Town assumes no responsibility for Bids not properly marked. **Any Bids received after the Bid Submittal Deadline will not be accepted.**

The Town reserves the right to reject any or all bids and to waive informalities, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the Town.

Town of Bay Harbor Islands, Florida
Alba L. Chang, Town Clerk



Invitation to Bid

All Interested Parties:

The Town of Bay Harbor Islands will receive an Invitation to Bid, together with any other information relative to the ITB, for furnishing the services described below:

Purpose:

- A. The Town of Bay Harbor Islands is seeking a proposal with an individual, group, or business, referred to in this proposal as Tennis Professional to operate and supervise the Town's tennis courts as an independent contractor, on behalf of the Town. The services to be provided will include the following: manage, maintain, and operate the tennis courts as outlined in a formal agreement with the Town; or, alternatively,
- B. The Town of Bay Harbor Islands is also requesting a proposal g to contract with an individual, group or business, to supervise and maintain the Town's Tennis courts as an independent contractor on behalf of the Town. The services to be provided will include the following: supervision and maintenance of the tennis courts only.

Proposal Submittal:

Proposals (clearly marked "ITB-Tennis Courts – Town of Bay Harbor Islands" in a sealed envelope) must be received at the office of the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, no later than 3:00 pm on Thursday, May 13, 2021.

Staff Contact:

Any questions regarding the RFP specifications and process should be directed to Regine Choute at (786) 646-9970 or email rchoute@bayharborislands-fl.gov.

Tennis Facilities:

The Tennis Courts of Bay Harbor Islands
1126 95th Street
Bay Harbor Islands, Fl. 33154

Compensation Requirements:

- A. The Town shall have the right to inspect the books and records upon reasonable notice to determine the amount of all revenues, expenses, and the amounts of money due and owing, paid and to be paid to the Town. In the event of any discrepancy more than five (5%) percent of the amount reported as due and owing to the Town, Tennis Professional shall be responsible for any accounting fees incurred by the Town in discovering said discrepancy. All monies, if any, collected for lessons to be kept by provider will be addressed in a formal agreement.
- B. Residents will not be charged to use the facility.

A. Submission Elements:

- The bidder must be a United States Professional Tennis Association (USPTA) certified.
- Outline experience handling similar work.
- Three verifiable business references
- The bidder must demonstrate in the proposal that they are competent to perform the work contemplated hereunder.
- Proposal must include all tennis programs that will be offered to the community. This includes camps, classes, leagues, lessons, drills, clinics, tournaments, special events and other professional tennis related services. Proposal must include tennis program fees.
- Any additional information to assist the Town in its evaluation of the proposal.

B. Submission Elements:

- Outline experience handling similar work.
- Three verifiable business references
- The bidder must demonstrate in the proposal that they are competent to perform the work contemplated hereunder.
- Any additional information to assist the Town in its evaluation of the proposal.

Need to provide the following:**Court Operation Hours:**

Example:

Open to public seven days a week, including holidays.

Hours M-F 8:30 am – 9:00 pm

S-S 8:30 am – 6:00 pm

Holidays 8:30 am – 5:00 pm

Staff's daily responsibilities to include:

- answer phones
- customer service
- maintain cleanliness of tennis courts.
- empty court trash bins
- fixing loose nets and windscreens
- change out and replacement of court nets, tying loose windscreens.
- keep the tennis facility grounds clean.

General Terms and Condition:

- The Town shall provide, at no charge, for lights to any users of the tennis courts. All expenses relating to lighting shall be the responsibility of and paid by the Town.
- At time of the agreement Tennis Professional must maintain liability insurance with an insurance carrier acceptable to the Town, in a minimum of Two Million (\$2,000,000.00) Dollars, with the Town being named as an additional insured. On a yearly basis, copies of insurance must be provided to the Town with an insurance certificate indicating that said liability insurance is in full force and effect.
- Tennis courts shall be used to conduct tennis games and lessons, pursuant to the terms of the Proposal, and for no other purpose.
- The tennis courts must be well maintained with a regular high standard of cleanliness.
- The Town shall not be liable for any losses or damages sustained by the Tennis Professional as part or under the rights and privileges granted by the Tennis Contractual Service Agreement.

The Town reserves the right to waive any informalities or irregularities in any ITBs received or to reject any or all proposals.

Required Signature Page:

If awarded the Tennis Contractual Services Agreement, the name, address and telephone of the person who is authorized to receive any notice or information from the Town is as follows:

Pedro Nelson Caniza

Tennis Professional

151 NE 75th Street

Address

Miami

Fl

33181

City

State

Zip Code

pedrocaniza@gmail.com

Email Address

786-231-4072

Home Telephone Number

Work Telephone Number

Cellular Telephone Number

(The TENNIS PROFESSIONAL acknowledges and agrees that it is an independent contract and does not act as an agent or employee of the Town. As an independent contractor, the TENNIS PROFESSIONAL is responsible for the actions or omissions of its agents or employees. I have read, understand, and accept the terms of this Request for Proposal. If signing on behalf of a corporation or other organization, the undersigned warrants and represents that he/she has authority to sign this proposal as agent, officer or other representative.

Pedro Nelson Caniza

USTA Tennis Professional Instructor

Print Name

Title

Pedro Caniza

5/11/21

Signature

Date

| This page must be signed, dated, and returned with the Proposal.

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

Mission Statement for Caniza Tennis at the Town of Bay Harbor

To provide an enriching and fun tennis experience for Bay Harbor residents and their guests (children and adults) focusing on creating a friendly neighborhood environment.

The courts will be open seven days per week and provide a wide range of instruction and fun activities catering to various tennis skill levels. We will offer an after school kids program, summer and school vacation camps as well as adult clinics. Additionally we will be offering a senior clinic/group for the residents. Other tennis related services will be provided based upon demand.

The tennis program will be integrated into the programming of the Town and will seek to not only offer tennis instruction but a fully integrated conditioning program. In addition, we hope to work with the Town officials to offer appropriate programs for all Town residents.

I have a strong following of supporters/students who i have been working with for the past 7 years who live in the town and beyond who will vouch for my high energy level, my high quality tennis instruction and my sincere dependability.

Caniza Tennis will help the Town of Bay Harbor elevate its recreational and program offerings.

Pedro Caniza

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

General Information

Company Name: Caniza Tennis Instructions Inc

Address: 151 NE 75th Street
Miami, FL 33138

Phone: 786-231-4072

Officer: Pedro Caniza, President

Tennis Director: Pedro Caniza

General Manager: Pedro Caniza

Additional Personnel: Certified professionals and additional staff be included as needed to ensure appropriate facility management

Court Operation

Hours: Monday- Friday 8:30 am-9 pm
Saturday/Sunday: 8:30 am-6 pm
Holidays: 8:30 am-5 pm

Court Time: Court time will be limited to one hour for singles and 1.5 hours for doubles provided there are no other players waiting. Reservations will be allowed 24 hours in advance and courts will be held for 5 minutes if players who do not have reservations are waiting.

Court Fees: Resident: No Cost
Non –resident: \$10.00 per hour

Instruction: Private lessons and group instruction with a certified experienced pro will be provided. Group classes will consist of children's after school clinics, tiny tot's clinic, women's clinics and men's clinics and senior's clinic.

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

Lessons: Private Lessons: \$75.00/hour \$40/half hour

Group Lessons (including children and adults):
\$25/residents/\$30 non residents

Discount packages will offered for a series of 6 lessons or clinics (\$5 discount per private lesson and \$2 discount per clinic for a series of 6 cllses)

Additional Services: Racket Stringing will be offered initially through an offsite vendor. Based upon demand, both a stringing machine and ball machine will be brought on site. Water cooler system will be installed. Caniza is also considering adding a misting system under the shaded canaopy.

Programs: Children's programs will be geared to all age levels from toddler's through juniors. Children will learn basic strokes, rules of the game and singles and doubles strategies. Video will be used to further analyze and assist with player development.

Depending on demand, Caniza will chaperone children accompanied by parents who wish to play in USTA sanctioned tournaments.

Age 3-6 (Tiny Tots): 2:30-3:30 (MWF); 9-10 am (Saturday)

Age 7-14: 4:30-5:30 (MWF)

Advanced Junior Clinics 5:30-7:00 (Tues/Thur)

Adult Clinics will be offered for men and women

Women's Clinic: 10 am -11:30 (Tues/

Thursday) Men's Clinic: 10 am-11:30 am

(Saturday)

We will consider tennis leagues based upon demand and court availability.

We are currently in conversations with Harbor Fitness to offer expanded exercise programs that will enhance the fitness level of our students.

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

Camps: Weekday camps will be offered from 9 am to 12 pm during Winter break, Spring break, school holidays and summer break. Caniza is in discussions with Harbor Fitness to expand the camp hours by including indoor fitness and conditioning with JC Hudson located nearby.

Other: Field trips to the Miami Open tournament in Miami Gardens will be offered.

Staff Duties/ Court
Maintenance:

Answer Phones promptly
Customer Service
Maintain Cleanliness of tennis Courts
Empty Court Bins
Fix loose nets and wind screens
Change out and replacement courts nets and tie loose windscreens
Keep the tennis facility grounds clean

Other: I agree to all the terms and conditions outlined in the Invitation to Bid.

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

PEDRO CANIZA

Bio

Pedro Caniza brings to the Town of Bay Harbor a lifelong passion and history of accomplishments as a tennis professional and tennis instructor. Since moving to Florida as a young boy, Pedro has been immersed in the tennis world.

Born in Chicago, Pedro moved to Florida at age 12 from Chicago. He attended Miami Beach Senior High School and graduated in 1996. While at Beach High, Pedro was a top ranked Junior player and he played number #1 on the Beach High team while training at North Shore Park. After high school, Pedro traveled throughout Europe and played on the professional circuit. He was ranked in the top 1,000 on the tour.

Pedro left the tour six years later and returned to South Florida in 2002 where he taught at the tennis club of Palm Beach for one year. For 12 years after, Pedro successfully taught at the Sans Souci tennis center. At Sans Souci, Pedro was instrumental in leading the highly popular afternoon children's programs, the Saturday men's clinics, the weekday women's clinics as well providing individual coaching to a variety of adults and children including many rising Junior tennis stars who have achieved top rankings. For the past 7 years, Pedro has been the director/ head professional at Bay Harbor Tennis Courts. Pedro ran a variety of afterschool tennis clinics/ programs for the children of the town, as well as adult evening clinics for the town residents. In gratitude towards the town, Pedro offered free instructional tennis for the children who attended the town summer camp program.

As the attached letters of recommendation show, Pedro is extremely committed to his work and is highly regarded. He has worked with children and adults across all skill levels and has motivated them to share his love for the game. Everyone who comes in contact with Pedro has a positive impression of his work ethic, tennis knowledge, leadership and organizational skills.

Pedro has held and maintained his USPTA certification for the past 7 years and has won accolades for his skills and efforts.

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

Recommendation Letter

Dear Bay Harbor Town Council and City Manager,

May 13, 2014

I have been the tennis center manager for the City of North Miami at the Penny Sugarman Tennis Center(commonly called Sans Souci Tennis) for the past 25 years. I have had the pleasure of working with Pedro Caniza, who has been a talented tennis professional working with me for the past 12 years. During the time, Pedro has helped me tremendously to grow the tennis program into what many consider to be one of the top programs anywhere. Pedro has conducted private lessons, group lessons, helped run our tennis camp, worked with our after school program, helped organize round robin tournaments, coached players at USTA tournaments, coached our ladies teams, helped in the office and been involved with every facet regarding the operation of a tennis center.

Pedro has done an outstanding job in all areas at the center. He is an outstanding tennis teacher who truly understands how to teach proper fundamentals to children and adults. He has tremendous patience and is able to work smoothly with a complete beginner or with a top junior competing in any level tournament, or a top college player playing at the highest level. He understands the many intricacies of the game and one of his many positive attributes is his ability to communicate so well with people of all ages and from all walks of life. Pedro is always able to bring the best out in others and to make them enjoy the process of development. His students always improve and always have fun!

Pedro works easily with small or large groups, and always keeps everyone engaged, moving, learning and enjoying the amazing sport he loves so much – tennis. He is very aware of safety and always looks to be sure everything is in good working order. He is always willing to do extra work for the benefit of the tennis center and the public. Not only is he extremely trustworthy, he will gladly take the shirt off his own back for someone else or give away a racket to a needy child or help someone in need out in any and every way possible. He truly is one of a kind, a quiet, unassuming, kind-hearted person who has so much to offer the community.

It is with great pleasure that I recommend Pedro Caniza for the tennis professional job at the Bay Harbor tennis center. He will be an excellent addition to any program fortunate enough to have him. If you have any questions, please feel free to call me at the tennis center- 305-893-7130 or on my cell phone 786-2585-2909.

Thank you,

Ross Dubins
Tennis Professional
Penny Sugarman tennis Center

pedrocaniza@gmail.com
pedrocaniza@gmail.com

From: pedrocaniza@gmail.com pedrocaniza@gmail.com
Sent: Thu, 13 May 2021 12:34:36 -0400
To: mdpls-bayharbor-1@printspots.com
Subject: Fwd: Pedro Caniza

Pedro Caniza

Begin forwarded message:

From: Joanna Tessler <joanna@opendoormiami.com>
Date: May 11, 2021 at 4:05:07 PM EDT
To: Pedro <pedrocaniza@gmail.com>
Subject: **Pedro Caniza**

To Whom it May Concern:

I have known Pedro Caniza or over 12 years, first as a tennis pro, and as a result he has become a friend. I met him when my children were younger, and he was always so terrific as a tennis pro to the younger kids (actually, he coached my nephews many years before).

Pedro has tremendous energy and charisma, with a true commitment to the sport of tennis and making the kids be better versions of themselves. I also started playing clinics and enjoying private lessons with Pedro, and whenever I have the time, I really love my time on the court while he is teaching,

He keeps the Bay Harbor courts active (and tidy) and full of life- he is an asset to the community.

If you have any questions, I am available to speak further.

Regards,

Joanna

Joanna Tessler I Broker Associate
OpenDoorMiami Team
Mobile: 305.968.6558
Office: 305.866.4566
joanna@opendoormiami.com

Caniza Tennis Instructions Inc

ITB Tennis Courts –Town of Bay Harbor Proposal

Recommendation Letter

Dear Town Council of Bay Harbor,

I am writing on behalf of Pedro Caniza, in support of his bid to manage our town's tennis courts. Our family has known Pedro for a little over 10 years through our affiliation with the San Souci Tennis Center. He has coached both adults and children including all four members of our family in an extremely professional manner. He is always prompt, giving all of his efforts to teach and improve our tennis skills, while keeping it both fun and competitive.

I can't say enough about Pedro's fun loving but professional manner with children. They seem to really enjoy learning and playing tennis with Pedro. I always see smiling faces during summer camp while Pedro is working with the youngest of children and teenagers. I have noticed the way he disciplines children in a caring but firm manner, trying to make them understand that there is no room for poor sportsmanship on or off the court.

I appreciate and am impressed with Pedro's desire to take his professional skills to the next level. Pedro will bring new and fresh enthusiasm to the after school program. Pedro is trustworthy, has the right priorities and will be a great asset to our community.

Sincerely,

Stacey G. Wald

10010 West Broadview Drive
Bay Harbor

Recommendation Letter

May 12, 2021

Dear Town Council of Bay Harbor,

I am writing this letter on behalf of Pedro Caniza to support this bid to continue to manage our town's tennis court. We have known Pedro for more than 15 years. He coached three of our children in both group and 1:1 settings. In addition, Pedro coached me as part of my participation in adult clinics and through private lessons.

Pedro's style is warm, engaging, and supportive. He takes the time to understand each of his student's potential and helps them develop their talents. His ever-present smile is quite motivational.

From an administrative standpoint, we find Pedro to be very quick to respond. He responds timely to all of our communication and is flexible in his approach to scheduling.

The bottom line, we are lucky to have Pedro in our community.

We highly support the town extending its contract with him.

Sincerely,

A handwritten signature in black ink, appearing to be 'Arden Karson', with a stylized, flowing script.

Arden Karson
Jack Karson
10201 East Bay Harbor Drive PH6
Bay Harbor Islands, FL 33154

Recommendation Letter

May 12, 2021

Dear Town Council of Bay Harbor,

I am writing this letter on behalf of Pedro Caniza to support this bid to continue to manage our town's tennis court. We have known Pedro for more than 15 years. He coached three of our children in both group and 1:1 settings. In addition, Pedro coached me as part of my participation in adult clinics and through private lessons.

Pedro's style is warm, engaging, and supportive. He takes the time to understand each of his student's potential and helps them develop their talents. His ever-present smile is quite motivational.

From an administrative standpoint, we find Pedro to be very quick to respond. He responds timely to all of our communication and is flexible in his approach to scheduling.

The bottom line, we are lucky to have Pedro in our community.

We highly support the town extending its contract with him.

Sincerely,

A handwritten signature in black ink, appearing to be 'Arden Karson', with a stylized, looping initial 'A' and a horizontal line extending to the right.

Arden Karson
Jack Karson
10201 East Bay Harbor Drive PH6
Bay Harbor Islands, FL 33154

pedrocaniza@gmail.com
pedrocaniza@gmail.com

From: pedrocaniza@gmail.com pedrocaniza@gmail.com
Sent: Thu, 13 May 2021 11:29:55 -0400
To: mdpls-bayharbor-1@printspots.com
Subject: Fwd: Norberto Campagna , Thank you letter

Pedro Caniza

Begin forwarded message:

From: Pedro Caniza <pedrocaniza@gmail.com>
Date: May 13, 2021 at 5:04:28 AM EDT
To: Becky <beckysherman@bellsouth.net>
Subject: Fwd: Norberto Campagna , Thank you letter

Forwarded message

From: Zurichcorp1 <zurichcorp1@aol.com>
Date: Wed, May 12, 2021 at 2:34 PM
Subject: Norberto Campagna , Thank you letter
To: pedrocaniza@gmail.com <pedrocaniza@gmail.com>

To Whom it May Concern:

I have known Pedro Caniza or over 13 years, first as a tennis pro, and as a result he has become a family friend. I met him first as a tennis coach and then he coached my children were younger, Both my kids went to RKBH8 and participate with him in the after hour tennis academy for many years

Pedro has tremendous energy and charisma and tennis knowledge , with a true commitment to the sport of tennis and making the kids be better versions of themselves. I also continue to enjoying private lessons with Pedro and some clinic with other residents, I know may tennis pro and tennis programs for adults and Kids and Pedro is the better tennis pro option because your tennis knowledge, predisposition to teach and attitude He keeps the Bay Harbor courts active and friendly for all the Bay Harbor community with a high level of tennis

If you have any questions, I am available to speak further.

Regards,
Norberto Campagna and family
561 577 7111

5/11/21

Dear Town Councilmembers,

I am writing this letter to support Pedro Caniza for the role of Director of tennis at Bay Harbor Islands.

He has been giving instruction to my family since we moved to Bay Harbor and has supported us in our physical fitness and overall well-being. He has worked tirelessly to make the tennis program at Bay Harbor among the strongest in the area, always making himself available day and night. He is a staple within the community, and we constantly see him helping residents of the town.

Having people like Pedro here is what makes Bay Harbor a fantastic place to live. We hope that he continues as the director of tennis for many years to come.

Warm regards,

Arkady Lefkowitz *Caroline Culich*

Arkady Lefkowitz & Caroline Culich

10201 E Bay Harbor Dr. #307

Bay Harbor Islands, FL

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 24.

ITEM: Discussion and possible action regarding the remodel of the interior of Town Hall.

Enclosed are renderings, estimated costs, and some options for discussion.

DESCRIPTION:

Town Hall is in need of renovation; therefore, staff is seeking approval from the Town Council for the remodeling of the interior of Town Hall. The remodeling is necessary in order to create a healthier, more efficient, and attractive Town Hall.

The project includes the renovation of the existing Administrative area, Annex, and Building Department offices, including the demolition and removal of existing furniture, painting, flooring, and the installation of new furniture.

Staff have reached out to several contractors and have received the following quotes:

Removal of furniture:

Thunder Construction Corp. \$9,850.00

Painting:

Gonzalez Painting and Waterproofing, Inc. \$11,750.00

Hartzell Painting \$12,433.00

Brite Painting and Waterproofing \$13,017.00

Flooring:

Professional Flooring Contractors \$35,350.00 – (Piggyback contract from Sourcewell #080819-MMI)

Thunder Construction \$42,771.00

Logar Construction \$44,850.00

Furniture:

Branch Furniture \$37,638.00 (please note that this amount does not include the Building Department offices, as the vendor failed to provide a complete quote.)

Office Furniture Warehouse \$62,222.95 (quote does not include furniture for 3 additional offices)

Pradere Office Products \$64,155.31 – (Piggyback contract from State of Florida #56120000-19-ACS - chosen due to quality of merchandise, selection and needs of the Town)

Based on pricing, references, skill set, and the ability to provide piggyback contracts, staff recommends the following companies:

Gonzalez Painting and Waterproofing, Inc.,

Professional Flooring Contractors, and

Pradere Office Products.

Attached are their quotes and piggyback contract information.

PREVIOUS MEETING VOTE:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

On March 10th, 2021 the Town Council has approved Ordinance 1055 – Budget Amendment No.1 which included \$193,500 re-appropriation of Fund Balance for Town Hall Renovations. \$75,000 was re-appropriated for line item 001.5190.400034.000 – Other Contractual Services to account for Consultant for Town Hall Renovation Design, and \$118,500 was re-appropriate for line item 001.5190.400063.000 – Improvements (excl. Buildings) to account for Town Hall Renovation. These amounts are Carryforwards in General Fund and were originally funded in FY 2019/2020. Accordingly, \$193,500 is available to be expensed in the current fiscal year and no additional Fiscal Impact on FY 2020/2021 will occur. These expenditures appropriations are included in this current year’s budget.

BUDGET IMPACT:

Submitted By: Maythe Martin, Executive Asst. to Town Manager
 Maria Lasday, Town Manager

ATTACHMENTS

1. Professional Flooring Contractors Quote
2. Gonzalez Painting Quote
3. BAY HARBOR ISLANDS_QUOTE_5.27.21
4. BAYHARBOR DISPOSAL PROPOSAL_Estimate11156_9665_bay_harbor_terrace_05-28-2021



3681 NW 124th Ave
Coral Springs, FL. 33065
954- 623-7346 /Fax: 954- 603-2041

Flooring Proposal

May 14, 2021

Bay Harbor Islands

RE: 9665 Bay Harbor Terrace
Bay Harbor Islands 33154

Attn: Maythe Martin

PFC proposes to furnish and install as follows:

Building Dept – 2nd floor: \$12,300.00

QYY U/M Description

1620	S/F	Luxury Vinyl Tile allowance installed glue down
240	L/F	4" Vinyl Cove Base
		Demo existing glue down carpet & VCT
		Skim Floors

Town Hall – 1st Floor: \$10,350.00

1300	S/F	Luxury Vinyl Tile allowance installed glue down
360	L/F	4" Vinyl Cove Base
		Demo existing glue down carpet & VCT
		Skim Floors

Annex building: \$12,700.00

1675	S/F	Luxury Vinyl Tile allowance installed glue down
480	L/F	4" Vinyl Cove Base
		Demo existing glue down carpet & VCT
		Skim Floors

Total.....\$ 35,350.00

Please note the following:

1. Based on floors ready to receive condition, minor prep only.
2. Furniture moving not included in cost, subject to walk through
3. Subject to moisture testing

Sharon Carlson

Sharon Carlson
Professional Flooring Contractor

GONZALEZ PAINTING & WATERPROOFING INC.

1070 East 52 Street, Hialeah, FL 33012

Tel: (305) 687-0903; (305) 970-4977

email: gonzalezpaintingfl@att.net

Revised Painting Proposal

Date: May 15, 2021

Submitted to: Mrs Maythe Martin
Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Fl 33154
305-866-6241
mmartin@bayharborislands-Fl.gov

Reference Job: Interior painting of offices

The following is a proposal presented by Gonzalez Painting & Waterproofing Inc., hereinafter referred to as the "Contractor" and to Bay Harbor Island,s referred to as the "Owner or Owners agent" for the interior painting of the property located at the address listed above. Gonzalez Painting & Waterproofing Inc. shall furnish all materials, labor, equipment, insurance, permits, licenses, fees and other related costs necessary for the completion of the proposed project. This shall be in accordance with the recommendations and requirements of the paint manufacturer.

Proper surface preparation shall be completed before any coating is applied and all areas will be repainted to achieve complete coverage and uniform appearance.

Interior areas to be painted listed below include: all common areas, all offices, and all doors and frames. Contractor shall also apply a coat of polyurethane to stained doors.

- Building department
- Administrative offices
- Annex building

Exclusions:

Three offices

Owner(s) initials: _____

General Conditions

Gonzalez Painting & Waterproofing Inc. shall furnish all labor, materials, tools and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces. All work will be done in a professional manner by skilled painters and carried out without inconvenience to the occupants. The painting contractor shall use the utmost care in protecting the occupants property.

The contractor shall be responsible for safety of its operations and its employees. The contractor shall take all reasonable safety precautions with respect to its work and will comply with all applicable laws, ordinances, rules, regulations and orders of any public authority with respect to safety of persons or property including but not limited to the Federal Occupational Safety and Health Act.

The contractor shall supervise all work and ensure that all work is done in a professional manner. The onsite supervisor shall coordinate the scheduling with the owners' representative and agree to commence and fully complete this work category in accordance with an established schedule.

Interior wall paint:

Contractor shall apply (2) coats of Sherwin Williams Superpaint primer and paint.

Interior paint for doors and frames:

The Contractor shall apply Sherwin Williams Pro Mar 200 Semi- Gloss Finish Topcoat.

Contract price condition and terms:

Building Department - \$2,150.00
Administrative Offices -\$3,900.00
Annex Building-\$5,700.00

50% mobilization
50% upon completion of project

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs shall be executed only upon written orders and shall become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Owner(s) initials: _____

Bay Harbor Islands
Interior painting proposal
May 6, 2021
Page 3

Authorized signature: _____
Print name and title: MARIO A. GONZALEZ, PRESIDENT

NOTE: This proposal may be withdrawn if not accepted within thirty days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above.

Owner: Bay Harbor Island,s

Accepted: Signature: _____

Date: _____

Owner(s) initials: _____



Pradere Office Products

7655 W 20th Ave
Hialeah, FL 33014
PH: 305-823-0190
www.pradereoffice.com

PROPOSAL

Date: 27-May-21

Ileana Pradere

Proposal for:					
BAY HARBOUR ISLANDS			STATE OF FLORIDA CONTRACT# 56120000-19-ACS		

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
1	2	ACCOUNTING	Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$542.34
2	3	ACCOUNTING	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 36W	\$246.66	\$739.98
3	1	ACCOUNTING	AIS LINEAR BASE RACEWAY SHROUD END OF RUN	\$3.85	\$3.85
4	1	ACCOUNTING	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-50"H	\$18.47	\$18.47
5	1	ACCOUNTING	AIS Pedestal to Panel Attachment Bracket	\$36.17	\$36.17
6	2	ACCOUNTING	AIS Regular Cantilever - Left Hand - 24D	\$14.43	\$28.86
7	1	ACCOUNTING	AIS Shared Cantilever - Single - 24D	\$20.59	\$20.59
8	6	ACCOUNTING	AIS Flat Plate	\$4.81	\$28.86
9	1	ACCOUNTING	AIS U-Channel - 48W	\$19.62	\$19.62
10	2	ACCOUNTING	AIS Lateral File L Series Sq. Front 3 Drawer 30"	\$364.02	\$728.04
11	2	ACCOUNTING	AIS Lateral File L Series Sq. Front 2 Drawer 42" (no top)	\$335.55	\$671.10
12	2	ACCOUNTING	AIS CLEAT MOUNTED METAL SLIDING LAMINATE DOOR OVERHEAD UNIT 60"	\$245.31	\$490.62
13	2	ACCOUNTING	AIS Pedestal - B/B/F - 24D	\$164.12	\$328.24

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
14	1	ACCOUNTING	AIS Rectangular - 2mm Edge - 24D x 54W	\$100.24	\$100.24
15	1	ACCOUNTING	AIS Rectangular - 2mm Edge - 24D x 60W	\$109.48	\$109.48
16	1	ACCOUNTING	AIS Rectangular - 2mm Edge - 24D x 72W	\$134.49	\$134.49
17	1	ACCOUNTING	AIS Curvilinear Corner - 2mm Edge - 24D x 36W	\$116.98	\$116.98
18	1	ACCOUNTING	AIS Curvilinear Corner - 2mm Edge - 24D x 42W	\$141.22	\$141.22
19	1	ACCOUNTING	AIS Bullpen Worksurface - Rect 24"D x 72 1/4"W	\$137.76	\$137.76
20	1	ACCOUNTING	AIS 60" L Series Lateral File Top Spanner	\$80.81	\$80.81
21	2	ACCOUNTING	AIS N-Leg 2.5 x 2.5 Post 27H 18D	\$88.89	\$177.78
22	1	ACCOUNTING	AIS Post Leg 2.5 x 2.5 27H	\$50.41	\$50.41
				ACCOUNTING Subtotal	\$4,705.91
24	2	ANNEX	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$542.34
25	2	ANNEX	AIS Duplex Outlet - Line 1	\$11.54	\$23.08
26	1	ANNEX	AIS Duplex Outlet - Line 2	\$11.54	\$11.54
27	2	ANNEX	AIS Duplex Outlet - Line 3	\$11.54	\$23.08
28	1	ANNEX	AIS Duplex Outlet - Line 4 - Dedicated	\$11.54	\$11.54
29	1	ANNEX	AIS 57 in. Electrical Jumper (Pt 36E & Vt 48)	\$52.14	\$52.14
30	1	ANNEX	AIS 63 in. Electrical Jumper (Pt 42E)	\$53.68	\$53.68
31	1	ANNEX	AIS LH Receptacle Mounted Base Infeed - 72L - 8 Wire, 4 Circuit	\$79.65	\$79.65

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
32	3	ANNEX	AIS LINEAR BASE RACEWAY SHROUD 2WAY 90 DEGREES	\$3.85	\$11.55
33	1	ANNEX	AIS DiVi LINEAR HARD PANEL-PWR-PERM MONO- 42H X 30W	\$160.27	\$160.27
34	1	ANNEX	AIS DiVi LINEAR HARD PANEL-PWR-PERM MONO- 42H X 36W	\$166.81	\$166.81
35	1	ANNEX	AIS DiVi LINEAR HARD PANEL-PWR-PERM MONO- 42H X 42W	\$173.54	\$173.54
36	3	ANNEX	AIS LINEAR HARD PANEL NPWRPERMANENT MONOLITHIC 42H X 30W	\$107.36	\$322.08
37	2	ANNEX	AIS LINEAR HARD PANEL NPWRPERMANENT MONOLITHIC 42H X 36W	\$114.67	\$229.34
38	1	ANNEX	AIS DiVi LINEAR Hard PANEL -NPWR-PERM MONO- 42H X 42W	\$121.60	\$121.60
39	2	ANNEX	AIS DiVi LINEAR Hard PANEL -NPWR-PERM MONO- 42H X 48W	\$128.72	\$257.44
40	1	ANNEX	AIS LINEAR BASE RACEWAY SHROUD END OF RUN	\$3.85	\$3.85
41	2	ANNEX	AIS DiVi LINEAR STACK FRAME GLASS PANEL-16H X 30W INSERT & MONO	\$143.72	\$287.44
42	2	ANNEX	AIS DiVi LINEAR STACK FRAME GLASS PANEL-16H X 36W INSERT & MONO	\$148.73	\$297.46
43	1	ANNEX	AIS DiVi LINEAR STACK FRAME GLASS PANEL-16H X 42W INSERT & MONO	\$164.31	\$164.31
44	1	ANNEX	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-16"H STACK ON	\$15.58	\$15.58
45	1	ANNEX	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-42"H	\$16.35	\$16.35
46	1	ANNEX	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-50"H	\$18.47	\$18.47
47	1	ANNEX	AIS A-Leg (1x2) - 27H - 24D - DV - Left Hand	\$75.61	\$75.61
48	1	ANNEX	AIS A-Leg (1x2) - 27H - 24D - DV - Right Hand	\$75.61	\$75.61

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
49	1	ANNEX	AIS Cantilever Straight 3"H X 10"D RIGHT	\$27.71	\$27.71
50	2	ANNEX	AIS Regular Cantilever - Left Hand - 24D	\$14.43	\$28.86
51	2	ANNEX	AIS Regular Cantilever - Right Hand - 24D	\$14.43	\$28.86
52	1	ANNEX	AIS Shared Cantilever - Single - 24D	\$20.59	\$20.59
53	7	ANNEX	AIS Flat Plate	\$4.81	\$33.67
54	1	ANNEX	AIS U-Channel - 72W	\$29.24	\$29.24
55	1	ANNEX	AIS Lateral File L Series Sq. Front 2 Drawer 36" (no top)	\$309.19	\$309.19
56	1	ANNEX	AIS Lateral File L Series Sq. Front 2 Drawer 42" (no top)	\$335.55	\$335.55
57	2	ANNEX	AIS Pedestal - B/B/F - 24D	\$164.12	\$328.24
58	1	ANNEX	AIS Countertop - 2mm Edge - 15D x 48W	\$52.53	\$52.53
59	1	ANNEX	AIS Countertop - 2mm Edge - 15D x 84W	\$71.00	\$71.00
60	1	ANNEX	AIS Rectangular - 2mm Edge - 24D x 36W	\$77.92	\$77.92
61	3	ANNEX	AIS Rectangular - 2mm Edge - 24D x 42W	\$84.08	\$252.24
62	1	ANNEX	AIS Rectangular - 2mm Edge - 24D x 72W	\$134.49	\$134.49
63	2	ANNEX	AIS Rectangular - 2mm Edge - 24D x 96W	\$177.20	\$354.40
64	1	ANNEX	AIS Curvilinear Corner - RH - 2mm Edge - 24 x 42W x 60W	\$183.55	\$183.55
65	1	ANNEX	AIS A-Leg - 2.5 x 2.5 Post - 27H - 24 Depth	\$111.40	\$111.40
ANNEX Subtotal					\$5,573.80

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
67	5	BUILDING DEPT	Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	925 \$282.96	\$1,414.80
68	2	BUILDING DEPT	Clary - Mesh Back Guest Side - Fixed Arm	925 \$185.50	\$371.00
69	6	BUILDING DEPT	AIS Desking L-Bracket Pair - Black	\$7.22	\$43.32
70	5	BUILDING DEPT	AIS Cbx Bookcase 14dx42hx36w	\$266.40	\$1,332.00
71	2	BUILDING DEPT	AIS LINEAR BASE RACEWAY SHROUD 2WAY 90 DEGREES	\$3.85	\$7.70
72	1	BUILDING DEPT	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 30W	\$226.07	\$226.07
73	12	BUILDING DEPT	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 36W	\$246.66	\$2,959.92
74	7	BUILDING DEPT	AIS LINEAR BASE RACEWAY SHROUD END OF RUN	\$3.85	\$26.95
75	3	BUILDING DEPT	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-50"H	\$18.47	\$55.41
76	4	BUILDING DEPT	AIS A-Leg (1x2) - 27H - 24D - DV - Left Hand	\$75.61	\$302.44
77	2	BUILDING DEPT	AIS Regular Cantilever - Left Hand - 24D	\$14.43	\$28.86
78	8	BUILDING DEPT	AIS Regular Cantilever - Right Hand - 24D	\$14.43	\$115.44
79	1	BUILDING DEPT	AIS Shared Cantilever - Single - 24D	\$20.59	\$20.59
80	11	BUILDING DEPT	AIS Flat Plate	\$4.81	\$52.91
81	1	BUILDING DEPT	AIS Pedestal - B/B/F - 24D	\$164.12	\$164.12
82	5	BUILDING DEPT	AIS Pedestal - F/F - 24D	\$164.12	\$820.60
83	2	BUILDING DEPT	AIS Pedestal Extension Shroud	\$24.82	\$49.64

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
84	1	BUILDING DEPT	AIS Rectangular - 2mm Edge - 24D x 30W	\$72.34	\$72.34
85	1	BUILDING DEPT	AIS Rectangular - 2mm Edge - 24D x 48W	\$90.81	\$90.81
86	2	BUILDING DEPT	AIS Rectangular - 2mm Edge - 24D x 54W	\$100.24	\$200.48
87	4	BUILDING DEPT	AIS Curvilinear Corner - LH - 2mm Edge - 24 x 36W x 72W	\$210.10	\$840.40
88	1	BUILDING DEPT	AIS Bullpen Worksurface - Rect 24"D x 72 1/4"W	\$137.76	\$137.76
89	3	BUILDING DEPT	AIS Extended Rectangular - 2mm - 24D x 26 3/16W	\$66.19	\$198.57
BUILDING DEPT Subtotal					\$9,532.13
91	3	OFFICE PANELS/	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$813.51
92	2	OFFICE PANELS/	925 Clary - Mesh Back Guest Side - Fixed Arm	\$185.50	\$371.00
93	1	OFFICE PANELS/	AIS Overhead - WM - 16H X 36W X 14D - Laminate Cabinet Doors	\$280.28	\$280.28
94	1	OFFICE PANELS/	AIS Cbx Full Depth Bbf Ped 24dx28hx16w	\$272.69	\$272.69
95	1	OFFICE PANELS/	AIS Cb Desk Shell Full Mod Recessed 30dx60wx29h	\$205.72	\$205.72
96	1	OFFICE PANELS/	AIS Cbx Full Depth Ff Ped 24dx28hx16w	\$265.66	\$265.66
97	1	OFFICE PANELS/	AIS CBX Wall Mounted L Shelf 16Hx24Wx12D	\$66.79	\$66.79
98	2	OFFICE PANELS/	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 30W	\$226.07	\$452.14
99	2	OFFICE PANELS/	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 36W	\$246.66	\$493.32
100	2	OFFICE PANELS/	AIS LINEAR BASE RACEWAY SHROUD END OF RUN	\$3.85	\$7.70
101	2	OFFICE PANELS/	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-50"H	\$18.47	\$36.94

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
102	2	OFFICE PANELS/	AIS A-Leg (1x2) - 27h - 24d - MX - Right Hand	\$69.84	\$139.68
103	9	OFFICE PANELS/	AIS Flat Plate	\$4.81	\$43.29
104	4	OFFICE PANELS/	AIS Regular Cantilever - Left Hand - 24D	\$16.35	\$65.40
105	2	OFFICE PANELS/	AIS CLEAT MOUNTED METAL SLIDING LAMINATE DOOR OVERHEAD UNIT 42"	\$208.75	\$417.50
106	2	OFFICE PANELS/	AIS Pedestal - B/B/F - 24D	\$164.12	\$328.24
107	2	OFFICE PANELS/	AIS Rectangular - 2mm Edge - 24D x 42W	\$84.08	\$168.16
108	1	OFFICE PANELS/	AIS Rectangular - 2mm Edge - 24D x 60W	\$109.48	\$109.48
109	2	OFFICE PANELS/	AIS Bullpen Worksurface - Rect 24"D x 66 1/4"W	\$127.56	\$255.12
OFFICE PANELS/ Subtotal					\$4,792.62
111	2	PUBLIC WORKS	925 Clary - Mesh Back Guest Side - Fixed Arm	\$185.50	\$371.00
112	1	PUBLIC WORKS	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$271.17
113	1	PUBLIC WORKS	AIS Overhead - WM - 16H X 36W X 14D - Laminate Cabinet Doors	\$280.28	\$280.28
114	1	PUBLIC WORKS	AIS Cbx Full Depth Bbf Ped 24dx28hx16w	\$272.69	\$272.69
115	1	PUBLIC WORKS	AIS Cbx Bookcase 14dx66hx30w	\$292.86	\$292.86
116	1	PUBLIC WORKS	AIS Cb Desk Shell Full Mod Recessed 30dx60wx29h	\$205.72	\$205.72
117	1	PUBLIC WORKS	AIS Cbx Full Depth Ff Ped 24dx28hx16w	\$265.66	\$265.66
118	1	PUBLIC WORKS	AIS CBX Wall Mounted L Shelf 16Hx24Wx12D	\$66.79	\$66.79
119	3	PUBLIC WORKS	AIS Flat Plate	\$4.81	\$14.43

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
120	1	PUBLIC WORKS	AIS Rectangular - 2mm Edge - 24D x 60W	\$109.48	\$109.48
				PUBLIC WORKS Subtotal	\$2,150.08
122	1	TOWN CLERK	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$271.17
123	4	TOWN CLERK	925 Clary - Mesh Back Guest Side - Fixed Arm	\$185.50	\$742.00
124	1	TOWN CLERK	AIS Overhead - WM - 16H X 36W X 14D - Laminate Cabinet Doors	\$280.28	\$280.28
125	1	TOWN CLERK	AIS Cbx Full Depth Bbf Ped 24dx28hx16w	\$272.69	\$272.69
126	1	TOWN CLERK	AIS Cb Desk Shell Full Mod Recessed 30dx72wx29h	\$232.36	\$232.36
127	1	TOWN CLERK	AIS Cbx 2d Full Depth Lat 24dx28hx36w	\$472.49	\$472.49
128	1	TOWN CLERK	AIS CBX Wall Mounted L Shelf 16Hx24Wx12D	\$66.79	\$66.79
129	3	TOWN CLERK	AIS Flat Plate	\$4.81	\$14.43
130	1	TOWN CLERK	AIS Tbl, Rnd, 2mm, 42dx29h, Stlx36, Gld	\$207.20	\$207.20
131	1	TOWN CLERK	AIS Rectangular - 2mm Edge - 24D x 36W	\$77.92	\$77.92
132	1	TOWN CLERK	AIS Rectangular - 2mm Edge - 24D x 60W	\$109.48	\$109.48
				TOWN CLERK Subtotal	\$2,746.81
134	2	TOWN ENGINEER	925 Clary - Mesh Back Guest Side - Fixed Arm	\$185.50	\$371.00
135	1	TOWN ENGINEER	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$271.17
136	1	TOWN ENGINEER	AIS Overhead - WM - 16H X 36W X 14D - Laminate Cabinet Doors	\$280.28	\$280.28
137	1	TOWN ENGINEER	AIS Cbx Full Depth Bbf Ped 24dx28hx16w	\$272.69	\$272.69
138	1	TOWN ENGINEER	AIS Cbx Bookcase 14dx66hx30w	\$292.86	\$292.86

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
139	1	TOWN ENGINEER	AIS Cb Desk Shell Full Mod Recessed 30dx72wx29h	\$232.36	\$232.36
140	1	TOWN ENGINEER	AIS Cbx 2d Full Depth Lat 24dx28hx30w	\$444.56	\$444.56
141	1	TOWN ENGINEER	AIS CBX Wall Mounted L Shelf 16Hx24Wx12D	\$66.79	\$66.79
142	3	TOWN ENGINEER	AIS Flat Plate	\$4.81	\$14.43
143	1	TOWN ENGINEER	AIS MONITOR ARM DOUBLE G8D CLAMP & GROMMET MOUNT	\$226.26	\$226.26
144	1	TOWN ENGINEER	AIS Rectangular - 2mm Edge - 24D x 60W	\$109.48	\$109.48
TOWN ENGINEER Subtotal					\$2,581.88
146	2	TOWN HALL	925 Lilly - Fully Upholstered Lounge, with W Frame Metal Legs	\$7,486.92	\$14,973.84
147	4	TOWN HALL	925 Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms	\$271.17	\$1,084.68
148	1	TOWN HALL	AIS Cbx Bbf Lat With Cabinet Doors 24dx66hx30w	\$668.78	\$668.78
149	1	TOWN HALL	AIS Cbx Ff Lat With Cabinet Doors 24dx66hx30w	\$636.03	\$636.03
150	1	TOWN HALL	AIS Calibrate Reception Stack On 12x72	\$232.73	\$232.73
151	1	TOWN HALL	AIS LINEAR BASE RACEWAY SHROUD 2WAY 90 DEGREES	\$3.85	\$3.85
152	2	TOWN HALL	AIS DiVi LINEAR Hard PANEL -NPWR-PERM MONO- 42H X 42W	\$121.60	\$243.20
153	2	TOWN HALL	AIS DiVi LINEAR Hard PANEL -NPWR-PERM MONO- 66H X 36W	\$147.19	\$294.38
154	4	TOWN HALL	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 50H X 36W	\$246.66	\$986.64
155	1	TOWN HALL	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 66H X 24W	\$237.81	\$237.81
156	1	TOWN HALL	AIS DiVi LINEAR QTR GLASS PANEL -NPWR- PERM MONO 66H X 36W	\$288.02	\$288.02

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
157	5	TOWN HALL	AIS LINEAR BASE RACEWAY SHROUD END OF RUN	\$3.85	\$19.25
158	1	TOWN HALL	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-42"H	\$16.35	\$16.35
159	2	TOWN HALL	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-50"H	\$18.47	\$36.94
160	2	TOWN HALL	AIS DiVi LINEAR PANEL TO WALL MOUNTING KIT-66"H	\$24.05	\$48.10
161	1	TOWN HALL	AIS Pedestal to Panel Attachment Bracket	\$36.17	\$36.17
162	1	TOWN HALL	AIS A-Leg (1x2) - 27H - 30D - DV - Left Hand	\$80.62	\$80.62
163	3	TOWN HALL	AIS Regular Cantilever - Right Hand - 24D	\$14.43	\$43.29
164	1	TOWN HALL	AIS Regular Cantilever - Left Hand - 30D	\$27.71	\$27.71
165	1	TOWN HALL	AIS Regular Cantilever - Right Hand - 30D	\$27.71	\$27.71
166	11	TOWN HALL	AIS Flat Plate	\$4.81	\$52.91
167	2	TOWN HALL	AIS Regular Cantilever - Left Hand - 24D	\$16.35	\$32.70
168	1	TOWN HALL	AIS U-Channel - 60W	\$24.63	\$24.63
169	1	TOWN HALL	AIS TBL, RND, 2mm, 24Dx16H, ALX24, GLD	\$155.22	\$155.22
170	1	TOWN HALL	AIS Lateral File L Series Sq. Front 2 Drawer 30" (no top)	\$288.41	\$288.41
171	3	TOWN HALL	AIS Pedestal - B/B/F - 24D	\$164.12	\$492.36
172	1	TOWN HALL	AIS Pedestal - Box,Box,File - 30D	\$231.65	\$231.65
173	2	TOWN HALL	AIS Pedestal - F/F - 24D	\$164.12	\$328.24

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
174	1	TOWN HALL	AIS Pedestal Extension Shroud	\$24.82	\$24.82
175	1	TOWN HALL	AIS Countertop - 2mm Edge - 15D x 84W	\$71.00	\$71.00
176	2	TOWN HALL	AIS Rectangular - 2mm Edge - 24D x 42W	\$84.08	\$168.16
177	1	TOWN HALL	AIS Rectangular - 2mm Edge - 24D x 54W	\$100.24	\$100.24
178	1	TOWN HALL	AIS Rectangular - 2mm Edge - 24D x 72W	\$134.49	\$134.49
179	1	TOWN HALL	AIS Rectangular - 2mm Edge - 24D x 84W	\$152.57	\$152.57
180	1	TOWN HALL	AIS Rectangular - 2mm Edge - 30D x 48W	\$114.09	\$114.09
181	1	TOWN HALL	AIS Rectangular - 2mm Edge - 30D x 72W	\$159.31	\$159.31
182	1	TOWN HALL	AIS Bullpen Worksurface - Rect 30"D x 72 1/4"W	\$163.54	\$163.54
183	1	TOWN HALL	AIS Bullpen Worksurface - Rect 30"D x 84 1/4"W	\$225.30	\$225.30
184	1	TOWN HALL	AIS A-Leg - 2.5 x 2.5 Post - 27H - 24 Depth	\$111.40	\$111.40
185	2	TOWN HALL	AIS FLSP F - Female 1 End - 12D	\$66.96	\$133.92
186	2	TOWN HALL	AIS FLSP F - Female 1 End - 30D	\$99.66	\$199.32
187	1	TOWN HALL	AIS FLSP D - Male Both Ends Flush - 48D	\$130.25	\$130.25
188	1	TOWN HALL	AIS FLSP D - Male Both Ends Flush - 72D	\$174.51	\$174.51
189	2	TOWN HALL	AIS Flat Plate	\$4.81	\$9.62
190	2	TOWN HALL	AIS U-Channel - 48W	\$19.62	\$39.24
TOWN HALL Subtotal					\$23,704.00

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
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				Subtotal	\$55,787.23
			Delivery and Installation During Regular Business Hours		\$8,368.08

				Grand Total	\$64,155.31
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Approval Signature:_____ Date:_____

Pricing is valid for 30 days from date on proposal.
Please ask your sales representative for current lead times.

ESTIMATE

Service Address

9665 BAY HARBOR
TERRACE
BAY HARBOR
ISLANDS, FL 33154

Bill To

BAY HARBOR ISLANDS
(DISPOSAL)
9665 BAY HARBOR
TERRACE
BAY HARBOR
ISLANDS, FL 33154

Thunder Construction Corp - CBC1262139

6336 SW 11TH ST
WEST MIAMI, FL 33144

Phone: +Jerry: 305-783-0808 / Mike: 786-222-3485
Email: thunderconstructionflorida@gmail.com
Web: www.project-designers.com

Estimate # 011156
Date 05/28/2021
PO # 2021-9665D
Business / Tax # CERTIFIED BUILDING

Description	Quantity	Rate	Total
DEMOLITION & DISPOSAL	1.0	\$9,850.00	\$9,850.00
REMOVE AND DISPOSAL OF ALL FURNITURE INSIDE OF THE FOLLOWING LOCATIONS: THE ANNEX BUILDING THE BUILDING DEPARTMENT THE TOWNHALL			
TO THE EXCEPTION TO THE ROOMS THAT WERE MADE AWARE TO US AS PER OUR WALKTHROUGH			
ALL SPACES TO BE COMPLETELY VACANT AND EMPTY OF PERSONAL AND WORK ITEMS.			

Subtotal	\$9,850.00
Total	\$9,850.00
Deposit Due	\$4,925.00

Payment Schedule

Deposit (50%)	\$4,925.00
Final (50%)	\$4,925.00

Notes:

PAYMENT SCHEDULE: PROGRESS PAYMENTS
NET10 ON INVOICING

NOT INCLUDED:
SHOP DRAWINGS
CONTINGENCIES
HIDDEN CONDITIONS
TESTING AND LABS
PERMITS
ELECTRICAL SCOPE
LOW VOLTAGE SCOPE
PLUMBING SCOPE
MECHANICAL SCOPE

THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DISPOSAL OF PERSONAL AND OFFICE ITEMS.

DEPOSIT IS DESIGNATED TO PLACE THE MATERIAL ORDERS AND COORDINATION.

Disclosures:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Any restitution for a lien will be at the client's cost. This proposal subject to acceptance within thirty (30) days and is void thereafter.

According to Florida's Construction Lien Law (Sections 713.001 - 713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay.

Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you contact an attorney.

If applicable, Permit Fees and Processing Costs: Thunder Construction Corp uses a professional and experienced firm to procure the required permits for work to be performed. The costs and fees associated with this service as well as any permit fees and costs are in addition to the amount listed on this proposal.

Thunder Construction Corp. is an Accredited BBB Company, developer, a licensed, certified, insured, Ygrene certified construction company in the State of Florida. Additional home owner's financing is available by third-party entities.

Please contact your assigned point of contact to verify Debit and Credit card transactions assigned fees.

Permit Fees and Processing Costs: Thunder Construction Corp uses a professional and experienced firm to procure

the required permits for work to be performed. The costs and fees associated with this service as well as any permit fees and costs are in addition to the amount listed on this proposal.

BAY HARBOR ISLANDS (DISPOSAL)

AGENDA ITEM REPORT

June 9, 2021

ITEM NUMBER: 25.

ITEM: Discussion and Possible Action requested by Mayor Fuller with regards to the Planning and Zoning Board's scope and review process. Enclosed is a copy of Section 5-23.1 of the Town Code.

DESCRIPTION:

At the May 26, 2021 Special Council Meeting, discussion was held regarding the Planning & Zoning Board's scope and review process. The conversation initiated as a result of the ordinance that was considered for second reading to amend the building setbacks for the Gateway properties. The Council discussed the previous Planning & Zoning Board's approval for the Gateway property located at 9551 East Bay Harbor Drive; more specifically, approval of the rooftop trellis.

Enclosed are the meeting minutes, staff report and other documents as requested by the Council.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

1. Section 2-23.1 of the Town Code
2. PZB APPROVALS

Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.

- (a) The planning and zoning board shall examine, approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:
 - (1) The plan for the proposed structure or project is in conformity with good taste, good design and in general, contributes to the image of the town as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.
 - (2) The proposed structure or project is not, in its exterior design and appearance, of inferior qualities such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.
 - (3) The proposed structure is in conformity with standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.
 - (4) The proposed structure or project is in harmony with other actual and proposed developments in the general area, considering the following additional criteria:
 - a. Site layout, orientation, location of structures and relationship to one another and to open spaces in topography.
 - b. Harmonious relationship with existing and proposed adjoining developments, avoiding both excessive variety and monotonous repetition, but allowing similarity of style, if warranted.
 - c. Maximum height, area, setbacks and overall masks as well as parts of any structure (buildings, walls, screens, towers or signs) and effective concealment of all mechanical equipment.
 - d. Building design, materials, and colors to be sympathetic with surroundings.
 - e. Harmony of materials, colors, and composition of low sides of a structure which are visible simultaneously.
 - f. Consistency of composition and treatment.
 - g. Location and type of planting with due regard for climatic conditions, preservation of specimen and landmark plantings upon a site, and proper irrigation to insure maintenance of all plant materials.
 - h. Design and appropriateness of signs, as well as interior and exterior lighting.
 - i. Graphics, as understood in architectural design.
- (b) If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the planning and zoning board shall detail in its findings the criterion or criteria that are not met. The action taken by

the board shall be reduced to writing, signed by the chairman, and a copy thereof made available to the applicant upon request. Any action taken by the planning and zoning board may be appealed to the town council, whose decision on appeal shall be final.

- (c) Subsequent to planning and zoning board approval, if the proposed structure or project is not constructed in accordance with the plan proposed and approved by the planning and zoning board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be revoked and no further occupancy shall be permitted until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board. Provided further, in the event that occupancy is not discontinued, then a fine shall be levied in the amount of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into conformity with the plan approved by the planning and zoning board.

(Ord. No. 363, §§ 1, 2, 2-11-80; Ord. No. 687, § 1, 8-13-01; Ord. No. 767, 4-11-05)

PLANNING & ZONING BOARD

OCTOBER 18, 2011

- MINUTES

**MINUTES OF A QUASI-JUDICIAL PUBLIC HEARING
OF THE PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

A meeting of the Planning and Zoning Board of the Town of Bay Harbor Islands was held on Tuesday, October 18, 2011 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Board members responded:

Nina Gladstone, Chair
Roberto Gambach
Oscar Sklar

Jerome Gavcovich, Vice Chair
Howard Hollander
Jaime Schapiro

Assistant Town Attorney Simone swore in those who would be testifying at the meeting. He stated that Markus Frankel had recused himself from the meeting because his firm was presenting item 2.

- Item 1.** Request for approval of changes to a previously approved townhouse development for **"The Villas at Bay Harbor Islands"** located at 1135 & 1145 97 Street, Lots 13 and 14 of Block 22. The proposed (10) unit townhouse is 3 stories. The Board approved the project on August 2, 2011 with some corrections. The Developer has made the revisions to the plans. Enclosed please find the site plan and elevations. (Item #1A)
* *Staff Review:* Design meets Town Code and was approved by the Development Review Committee.

Town Clerk Marante stated that she and staff had looked at the changes to the previously approved townhouse project and preferred the balconies and windows over the planters.

Carlos Bravo, Project Representative, came forward and stated that two options were presented; one with balconies and the other with planter boxes. He also stated that the gutters running down the building were removed. There was a brief discussion regarding the changes and the consensus of the Board was they preferred the balconies.

ACTION: Board Member Hollander made a motion to approve the change with the balconies. Board Member Sklar seconded the motion and it passed unanimously.

- Item 2.** Request for approval for a new commercial building for **"Taubco Developers"** located at 9551 E. Bay Harbor Drive, Lots 1-2 of Block 1. The developers are proposing a new 61,856 square foot commercial building. The new proposed structure is a 6 story building over one level of partial subterranean parking garage. The height of the building (roof deck) is noted to be 82.2 feet above grade / 75 feet above base flood elevation. Enclosed please find pictures of the existing and neighboring properties, the site plan and elevations. (Item #2A) The sample board will be presented at the meeting.
* *Staff Review:* Design meets Town Code and was approved by the Development Review Committee.

Jeffery Bercow, Representative, came forward to present the project to the Board. He introduced the owners, architect, and others in attendance. He stated that this was a mixed use project with offices, a bank, and a restaurant. It would also be a green building that would achieve LEED certification. He stated that the project had been to the Staff DRC committee three times and they addressed staff concerns to satisfy Code requirements and agreed to the conditions set by staff. He asked the architect to come forward to present the project.

Ifhat Benayoun, Frankel & Benayoun Architects, came forward to provide information to the Board. She stated that their firm was grateful to be doing this project and thanked Mr. Tauber for his confidence in them. The Taubers, along with Town staff, helped to shape the project. Mr. Tauber wanted the design to make a statement, be inviting and friendly, be functional and assessable, be a green building, and be built without any variances. She stated that they were seeking approval from the Board so they could present the project at the next Council meeting for approval. Referring to the plans and presentation boards, she pointed out the landscaping, water features, locations of the restaurant and the bank and the roof top amenities.

PUBLIC COMMENT - for the purpose of hearing any public comment with respect to an application for site plan approval at 9551 E. Bay Harbor Drive.

Abbi Eisenstadt, owner adjacent to the property of the proposed project, came forward to address the Board. He felt that the building was a beautiful design, but had a few items to question. One, the area between the South walkway looked raised and he wanted to know if that met Town Code; two, wanted to know if the waste being handled on the Southwest part of the property was in an air conditioned room; and three, wanted to know what the roof would really be used for and what hours it would be used.

Ms. Benayoun stated that the entire building was raised 4 feet and the south walkway is 6 inches below the building and met Code requirements. Mr. Tauber came forward to address the trash area issue. He stated that the trash service was already on the south side of the existing building and would remain there for the new building because there was no other place to put it. Mrs. Tauber came forward to give more information on the green roof. She stated that it would be energy efficient with quiet water noise and would take advantage of the natural elements. It would be for the use of the residents and the purpose would not be for a party place.

Consensus of the Board was it was a beautifully designed building. There was continued discussion regarding the roof top, the turbines proposed for the roof top, trellises, water features, valet parking, color of the glass, depth of the garage, the driveway, the trellises, landscaping, and the garbage location/trash room. Discussion continued regarding enclosing the trash in a corridor to contain the noise and smell from the adjoining property.

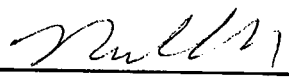
ACTION: Board Member Gavcovich made a motion to approve the project with a trash corridor added to internalize the trash, including staff recommendations #1 and #2 only, and with the approval of the turbines subject to the Town Council approval of the specifics. Board Member Hollander seconded the motion and it passed unanimously.

Mr. Berkow thanked the Board and stated that they were in agreement with the suggestions of the Board. He also stated that he would like the Board to look at a rendering for the trellis that Ms. Benayoun had prepared. Town Clerk Marante stated that item was not on the agenda and they had not presented it before the meeting. She cautioned the Board on discussing it at that time because she was concerned that there had been no public notice. Chair Gladstone stated that due to the Town Clerk's recommendation they would not discuss it at the meeting.

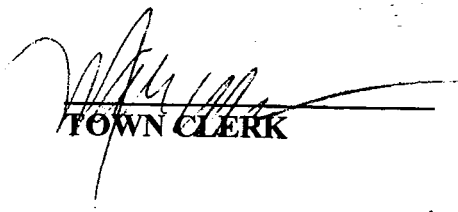
Item 3. Any other matters concerning the Board.

There being no further business the meeting was adjourned at 8:33 p.m.

ATTEST:



CHAIR



TOWN CLERK

PLANNING & ZONING BOARD

JANUARY 17, 2012

- MINUTES

**MINUTES OF THE PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

A meeting of the Planning and Zoning Board of the Town of Bay Harbor Islands was held on Tuesday, January 17, 2012 at 7:22 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Board members responded:

	Nina Gladstone, Chair	
Jerome Gavcovich, Vice Chair		Roberto Gambach
Oscar Sklar		Jaime Schapiro

Board Member Hollandar was not in attendance because he was in the hospital.

Item 1. Request for approval for a revision for "One Kane Concourse, LLC" located at 9551 E. Bay Harbor Drive, Lots 1-2 of Block 1. The owner is proposing to add a trellis on the rooftop to the previously approved project approved on October 4, 2011 by the Board. Enclosed please find copies of the revised site plan and elevations. (Item #1A)

** Staff Review:*

Design meets Town Code and was approved by Michael Miller, from Michael Miller Planning Associates with conditions. See the attached staff report.

Iphat Benayoun Fishman came forward representing the Irwin Tauber project for Frankel Benayoun Architects because Mr. Frankel was a Board member. She presented the revised site plan and elevations to the Board. She stated that having the concrete trellis 15 feet from the edge of the roof would not add to the look of height of the building when looking from the street. She stated that after meetings with staff they contacted their structural engineer and they were assured the placement was achievable and safe. They were asking approval of the revision and felt it would enhance the look of the building from the pedestrian walkway.

Town Planner Miller came forward to address the Board. He stated that the Board had reviewed this project several times and the Council approved the project on November 14, 2011. He gave a brief background and stated that the Code contained the requirement of 75 feet and there had to be some structures necessary for the function of the building, but there are height limits and they have to be set back. Working through this project there had been some discussion regarding changing the Code. He recommended approval with the following conditions:

1. The revised site development plans dated December 27, 2011
2. The proposed roof-mounted trellis structures modified to not cantilever more than 5 feet from the support columns to any edge of the highest roof deck.
3. The proposed trellis structures shall not be covered or closed in on the top or sides.

There was continued discussion regarding the placement and size of the trellises. Architect Benayoun and owner Irwin Tauber were in agreement with the conditions presented by Town Planner Miller.

ACTION: Board Member Gambach made a motion to approve the proposed trellis on the roof top conditional upon the recommendations stated above from Town Planner Miller. Board Member Sklar seconded the motion and it passed unanimously.

Item 2. Any other matters concerning the Board.

There being no further business the meeting was adjourned at 7:50 p.m.

ATTEST:


TOWN CLERK


CHAIR

TOWN COUNCIL

MARCH 12, 2012

- MINUTES
- STAFF REPORT

FINAL CONDITIONS OF APPROVAL

he thought would be a great idea to implement. Town Manager Wasson stated that part of the project that was underway was to replace the outfall structures, due to federal requirements.

ACTION: Vice Mayor Ruder made a motion to approve the ordinance as presented on second reading. Councilman Yaffe seconded the motion and it passed unanimously.

Item 8. Discussion and approval of the proposed revisions to Condition #4 for the Roof Top Uses at the Taubco Commercial/Office Building located at 9551 East Bay Harbor Drive, which was previously discussed at the November Council meeting and deferred from the February Council meeting. Enclosed is a memorandum of explanation and the revisions updated February 22nd from Michael Miller Planning Associates.

Councilman Leonard pointed out an error on page four and five, it should read am and midnight. Town Planner Miller stated that he had noticed that and would make the changes. Mr. Berkow felt this was a fair and reasonable for everyone.

ACTION: Vice Mayor Ruder made a motion to approve the revisions with the corrections on page 4. Councilman Weinstein seconded the motion and it passed unanimously.

Item 9. Discussion and approval , at the request of Councilman Leonard, of the replacement of the sod to be installed by Brickman at the 98th Street Park at a cost of \$9,450. Enclosed is a memorandum of explanation from Town Manager Wasson. Approval would need an appropriation of \$9,450 from General Fund Reserves because this expense was not budgeted.

Town Manager Wasson stated that they spoke about this item 2 months earlier. He talked with Brickman about the condition at the park. They had been treating the park and needed a little time, as the growing season had just begun. There was a water break underneath the newly installed walkway, which caused the problem, not over use or disease. It was the sand from the construction got washed out during the repair work. He researched the cost to sod the park and it would be around \$10,000.

Mayor Wallace asked if there was a motion to appropriate \$9,450 from the General Fund to replace the grass.

ACTION: Councilman Leonard made a motion to appropriate \$9,450 from the General Fund to replace the sod at the park. Councilman Salver seconded the motion for discussion purposes.

Councilman Weinstein stated that \$9,000 was excessive and he suggested to commit \$1,000 to restore the one spot that looks bad and not do the entire park. Vice Mayor Ruder agreed with Councilman Weinstein. He did not feel the problem would be there if there had not been a water break. He felt that with a little extra work on the part of Brickman the grass would come back and they did not have to do the entire park. Mayor Wallace agreed with both of them.

Councilman Leonard felt the sand had been there way too long and this had been an issue since mid last year. He felt that there had been around \$3.7 million dollars appropriated from funds for trees, shrubs in other parts of the Town and \$10,000 for the sod in the park was not that much. There was continued discussion regarding the irrigation, timing, lack of money, and the cost to repair the bad spot in the grass

Councilman Yaffe stated that he felt it was good that the Town was outsourcing the landscaping and they should be relied upon to repair the area. He would rely on them to give good advice. Vice Mayor Ruder agreed with him. In the parks business, where he worked before, he had to patch sod areas and wait a few months, with irrigation, special fertilizer and top dressing, it would come back. He felt Brickman's advise made sense. Vice Mayor Ruder stated that he was in favor of patch sodding the area affected, not the whole park. Mayor Wallace stated that she also agreed.

**TAUBCO COMMERCIAL / OFFICE COMPLEX
ONE KANE CONCOURSE
9551 EAST BAY HARBOR DRIVE
GATEWAY SITE DEVELOPMENT PLAN APPROVAL
FINAL CONDITIONS OF APPROVAL**

The Town Commission of the Town of Bay Harbor Islands approved the "Gateway" Site Development Plan application for the above development on November 14th, 2011 subject to the conditions listed hereinafter (includes revisions to condition #4 approved March 12th, 2012).

- 1) Approval of the Site Development Plan is based upon the plans prepared by Frankel Benayoun Architects, Inc. (Architecture) dated / signed October 31st, 2011, Holland Engineering (Civil Engineering) dated October 26th, 2011 and Geomantics (Landscape Architecture) dated October 26th, 2011 to allow for the construction of a multi-use 61,865 sq. ft. commercial complex. The exact square footage can be adjusted by staff at the time of building permit based on working drawings.
- 2) The Cover Sheet includes a rendering that includes large wind turbines on the elevated center roof. While such structures are permitted they are limited to a maximum of 20 feet in height above the roof deck (75-foot limit). The detailed plan sheets show smaller wind turbines that comply with the Town Code requirements and shall take precedence.
- 3) Certain design features are contingent on the Town Council modifying the Zoning Code. No assurances are given by the Town that the modifications will be adopted. If they are not adopted by the Town the plans must be modified to comply with the current Code requirements prior to the issuance of building permits.
- 4) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging / walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill / sink / storage) and similar facilities.

Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 AM or after 11:00 PM from Sunday through Thursday, and prior to 8:00 AM or after 12:00 AM (midnight) on Friday and Saturday.

No commercial business activities shall operate on the building rooftop, unless specifically approved by the Town Council at an advertised public meeting. A commercial business is one holding a valid Town Business Tax Receipt (formerly known as Occupational License) or Certificate of Use.

All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the Town's noise ordinance (Article II of Chapter 12).

In addition, certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the Town Manager, prior to the event and/or function occurring. All such requests shall be submitted to the Town Manager's office, on a form provided by the Town, at least 24 hours in advance of the event /function,

except that the Town Manager may approve, but is not required to approve, an event / function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

- (a) The name, address, telephone number and E-mail address of the tenant/sponsor,
- (b) The name, address, telephone number, E-mail address and signature of the building/property owner and any designated property manager,
- (c) The estimated number of persons attending,
- (d) A description of the purpose of the event/function,
- (e) The hours of the event/function,
- (f) A description of any planned beverage / food or entertainment, and
- (g) An off-street parking plan to accommodate the attendees (if required).

All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the Town's request form or submit a separate written consent letter to the Town with the request. No such limited rooftop event/ function activities shall occur prior to 9:00 AM or after 11:00 PM on Sunday through Thursday and prior to 6:00 PM or after 12:00 AM (midnight) on Friday or Saturday.

No bright lights, globes, strobes or flashing lights shall be permitted.

The Town reserves the right to order that any activities causing a nuisance must be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the Town and within adjoining communities.

Should the Town Council adopt uniform land development regulations for rooftop activities within the B-1 Business District that conflict with the provisions set forth herein, the Code provisions shall take precedence.

- 5) The applicant / property owner shall assure the Town Manager that adequate on-site and off-site parking spaces are or will be available for any events planned for the building rooftop area.
- 6) All solid waste refuse shall be transferred from internal building spaces to the refuse room via the internal building service corridors. No solid waste shall be transferred to the refuse room via the walkway on the south side of the building.

MINUTES OF A
PLANNING & ZONING BOARD MEETING
APRIL 19, 2016

**MINUTES OF A PLANNING & ZONING BOARD MEETING
TOWN OF BAY HARBOR ISLANDS**

A Planning & Zoning Board Meeting was held Tuesday April 19, 2016 at 7:02 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Board Members responded:

Chair Steven Hurwitz
Board Member Alan Bebchik
Board Member Oscar Sklar

Vice Chair Jerome Gavcovich
Board Member Jed Frankel
Board Member Thomas Telesco

QUASI-JUDICIAL PUBLIC HEARING

Item 1. Administration of oath of office to newly appointed Board members. The oath will be administered by Town Clerk Marlene Siegel.

Town Clerk Siegel swore the Planning & Zoning Board Members for the 2016-2018 term.

Item 2. Election of a Chair by the Planning & Zoning Board Members.

ACTION: Board Member Sklar made a motion to re-appoint Steve Hurwitz as Chairperson. Vice Chair Gavcovich seconded the motion and it passed unanimously.

Item 3. Election of a Vice Chair by the Planning & Zoning Board Members.

ACTION: Board Member Telesco made a motion to re-appoint Jerome Gavcovich as Vice Chair. Board Member Sklar seconded the motion and it passed unanimously.

Item 4. Request for approval for a new commercial property for "One Kane Concourse" located at 9551 E. Bay Harbor Drive, Lots 1-2 of Block 1. The owner is proposing to construct a 52,184+/- square foot commercial property. The proposed building is six stories in height over two stories of below grade parking garage @ 75'0" above BFE (maximum of 75' permitted).

At this time Town Clerk Siegel swore in all the individuals speaking at the Public Hearing.

Attorney, Matthew Amster, 200 S. Biscayne Blvd., came forward to address the Board. He stated that the applicant received approval for the project a few years ago and has since made significant enhancement to provide a better quality project. He stated that among the changes were the modifications to the structure; flex setbacks and landscaping plan.

Architect Alex Druet & Luis Revuelta from Revuelta & Associates, came forward and presented the proposed changes. They explained the intent was to maximize the views and the layout of the spaces. The applicant was attempting gold, if not a silver LEED certification for the proposed project. The project would consist of commercial space, with a proposed restaurant on the ground floor and partial below grade parking garage.

There was a detailed discussion from the Board on the below grade parking; proposed materials; traffic study; seawall; valet parking service; waterproofing; width of the parking ramps; ceiling heights and the traffic effect that the proposed restaurant could have.

PUBLIC COMMENT

Paul Basile, 9240 W. Bay Harbor Drive, came forward and supported the proposed project and felt that the traffic would not be an issue at the location.

Victor Maya, 1155 103 St., came forward and urged the Board to look at the project overall. He felt that there was a lot of activity on the roof and added that there was an increase in density at this location.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the public hearing was not properly notice.

Teri D'amico, 9101 W. Bay Harbor Drive, came forward to address the Board and felt that the proposed project would impact the Town's character.

CLOSED PUBLIC COMMENT

There was a detailed discussion from the Board on the hours of operation of the proposed restaurant; parking requirements; project approval expired July of 2016; traffic circulation; base flood elevation; parking ramp; backflow preventers; staircases; landscaped area; exhaust fans for the parking garage; vertical design; railings; and the need for architectural enhancements.

Consensus was for the applicant to come back to the Board and provide more architectural details; parking study; provide better copies of drawing and a larger scale; landscaping elevations; show the backflow preventers on the plans; and to incorporate horizontal lines in the design.

CONCLUSION OF QUASI-JUDICIAL PUBLIC HEARING

Item 5. Request for approval for a new single family home for the "Shapiro Residence" located at 9430 W. Broadview Drive, Lot 81 of Block 23. The owner is proposing to construct a new single family residence on a waterfront lot. The proposed two story home will have approximately 6,844 square feet of a/c living space with a two car garage a pool and pool deck. The residence will have six bedrooms, 6 full bathrooms and two half bathrooms.

Architect, Cesar Molina, came forward to address the Board. He presented the proposed project as a tropical modern home with simple materials such as key stone, wood, light colors and aluminum windows. The home would have a entrance water garden with a skirt of landscaping on the second floor. He presented the renderings to the board and explained the property elevation; proposed retaining wall; green area and the motor port.

ACTION: Board Member Sklar made a motion to approve the proposed home. Board Member Frankel seconded the motion and it passed unanimously.

Item 6. Request for approval for a new single family home for the "Bay Hill Capital Group, Inc" located at 1311 100 Street, Lot 13 of Block 26. The Developer is proposing to construct a new single family residence. The proposed two story home will have approximately 5,430 square feet of a/c living space with a two car garage. The residence will have six bedrooms, 7 full bathrooms and one half bathroom.

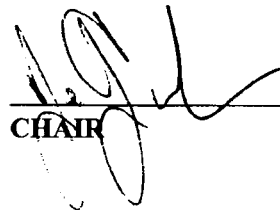
BRG Homes Representative, Mattias Alamos, came forward to address the Board. He explained the project was previously approved by the Board by the approval expired. He clarified that there were significant changes to the site plans and respectfully asked for the Board approval.

ACTION: Board Member Telesco made a motion to approve the proposed single family home. Board Member Frankel seconded the motion and it passed 5-1, with Vice Chair Gavcovich opposed.

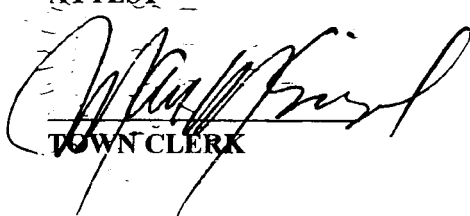
Item 7. Approval of the minutes held on February 2, 2016.

ACTION: Vice Chair Gavcovich made a motion to approve the Minutes. Board Member Telesco seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 9:38 p.m.



CHAIR

ATTEST


TOWN CLERK

PLANNING & ZONING BOARD

JANUARY 17, 2017

- MINUTES
- STAFF REPORT
- RESOLUTION NO. 2112

TOWN OF BAY HARBOR ISLANDS
MINUTES OF PLANNING & ZONING BOARD MEETING

A Planning & Zoning Board Meeting was held Tuesday January 17, 2017 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Board Members responded:

Vice Chair Jerome Gavcovich

Board Member Alan Bebchik

Board Member Robert Saland

Board Member Thomas Telesco

QUASI-JUDICIAL PUBLIC HEARING

At this time Town Clerk Siegel swore in all the individuals speaking at the Public Hearing.

Item 1. Request for approval for a new commercial property for "One Kane Concourse" located at 9551 E. Bay Harbor Drive, Lots 1-2 of Block 1. On April 19, 2016 the Board discussed and deferred the application and instructed the applicant to make several changes. The owner is proposing to construct a 52,184+/- square foot commercial property. The proposed building is six stories in height over two stories of below grade parking garage @ 75'0" above BFE (maximum of 75' permitted). The owner has made the corrections as requested by the Board. Enclosed please find the site plan and elevations.(Item #1A)

She also clarified that this was a gateway property and it would require the Town Council approval.

Attorney, Matt Amster, 200 S Biscayne Blvd, came forward to address the Board. He was representing the applicant and owner of said project. He provided the Board with comments sheets that explained the Board's recommendations from the April Meeting. The applicant was proposing a newly improved 6 story office building with restaurant use on the ground floor. He felt that the project could become the signature building on the East Island.

Architects, Luis Revuelta, and Alex Drovet, came forward to address the Board. He believed the team had addressed all of the Board's comments. Architect Revuelta presented the Board with enlarge plans and elevations and explained the 13 comments that were recommended by the Board at the last meeting. He provided a detail overview of the comments that included East and front façade; the service walkway on the south was reduced in length and a ramp was added; addressed the horizontal exhaust to the garage and added aluminum slats to the garage door; additional handicap spaces on the renderings; and made the drop off driveway wider to accommodate car stacking.

Traffic Engineer, Joaquin Vargas, came forward to address the modified drop off driveway for the valet parking that would secure adequate car stacking. He stated that the results of the analysis indicated that the intersection had a lot of surplus and has excess capacity for development in that area.

Attorney Amster felt that the proposed project was compatible to the surrounding building and added that the applicant has added a resident promenade for the residents to enjoy.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the proposed project.

CLOSED PUBLIC COMMENT

There was a brief discussion on the traffic study; the surrounding projects impact; south side driveway parking spaces; landscaping plan; location of the fountain feature and the vertical fence on the east façade.

ACTION: Board Member Telesco made a motion to approve the proposed development. Board Member Saland seconded the motion and it passed unanimously.

CONCLUSION OF QUASI-JUDICIAL PUBLIC HEARING

~~2. Request for approval for revisions for "Sawmill LLC" located at 9420 W. Broadview Drive, Lots 83-84 of Block 23. On August 4, 2015 the Board approved the addition and renovations as proposed. The owner is now proposing a few modifications to the previously approved plan. Some of the revisions consist of enclosing the existing two car garage, modify the front entry design and add a portico. Enclosed please find the site plan and elevations. (Item #2A)~~

~~* Staff Review: Design meets Town Code and was approved by Michael Miller Planning Associates Representative, Mr. Scott Marks, Community Planner.~~

~~Item 3. Request for approval for an addition and garage enclosure for "Sholom D. Lipskar & Chana Lipskar and Zulman Lipskar" located at 1311 Kane Concourse, Lot 13 of Block 34. On November 15, 2016 the Board discussed but deferred the application and advised the applicant to make several changes. The applicant has addressed all the comments requested by Board. Enclosed please find the revised site plan and elevations.~~

Item 4. Request for approval for a new single family home for "1350 97 Street, LLC" located at 1350 97 Street, Lot 4 of Block 34. The proposed 2-story home has approximately 7,437 square feet of living space with a two-car garage. The residence will have seven (7) bedrooms, ten (10) full bathrooms, one (1) half bathroom and a studio. Enclosed please find the site plan and elevations.

Architect, Martin Whitman came forward and presented the Board with the proposed renderings. The applicant was proposing a modern residence with a portico design and additional windows. The residence would have the same concept in the rear as the front façade and the landscaping on the side yard have would be remove. The home would include a large cover terrace area with a hiding bbq; large kitchen; family room and bedrooms on the second floor.

There was a detail discussion on the driveway pavers; proposed colors; wood fence; rear yard; square footage; landscaping plan; and window dimensions.

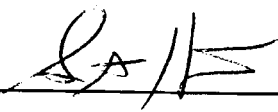
Consensus was for the applicant to come with the following board recommendations:

1. Relocate the palms in the rear closer to the deck or change to a shorter species.
2. Further articulation to the two small windows mention on the elevations on L1 and L3.
3. Add wood panels to the side yard.
4. Reduce the footprint, the bedrooms are too big.
5. Needs more architectural enhancements such as banding to add a curve appeal.
6. Remove the wall in the balcony on the west façade.

Item 5. Approval of the minutes held on September 20, 2016, October 19, 2016, November 1, 2016 and November 15, 2016.

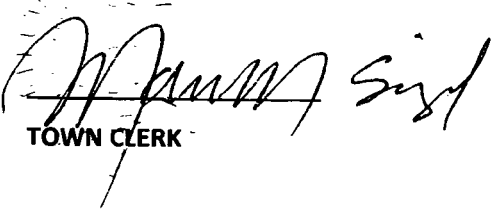
ACTION: Board Member Bebchik made a motion to approve the proposed minutes. Board Member Telesco seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 8:36 p.m.



CHAIR

ATTEST


TOWN CLERK

AGENDA ITEM REPORT

January 17, 2017

ITEM NUMBER: 1.

ITEM: Request for approval for a new commercial property for "One Kane Concourse" located at 9551 E. Bay Harbor Drive, Lots 1-2 of Block 1. On April 19, 2016 the Board discussed and deferred the application and instructed the applicant to make several changes. The owner is proposing to construct a 52,184+/- square foot commercial property. The proposed building is six stories in height over two stories of below grade parking garage @ 75'0" above BFE (maximum of 75' permitted). The owner has made the corrections as requested by the Board. Enclosed please find the site plan and elevations.(Item #1A)

DESCRIPTION:

for the purpose of hearing any public comment with respect to an application for site plan approval at 9551 E. Bay Harbor Drive.

RECOMMENDED ACTION:

Design meets Town Code and was approved by the Development Review Committee.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Ayanidys Martinez

ATTACHMENTS

1.	Staff Report	BHI PZB Staff Report Tauber Comm Rev Jan 9 2017 (2).pdf
2.	Site Plan & Elevations	OneKaneConcourse1.17.17.pdf
3.	Traffic Study	One Kane Concourse - Traffic Study (October 31 2016).pdf

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Planning and Zoning Board
 Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
 Consultant Town Planner

Date: January 9th, 2017

Subject: Site Development Plan Application
 One Kane Concourse - Tauber Commercial / Office Building
 9551 East Bay Harbor Drive
 Revisions to 2011-12 Original Town Approval
 Bay Harbor Islands Acct. No. BP2016-88
 MMPA Acct. No. 01-0702-946B

RECOMMENDED ACTION

MMPA recommends the Planning and Zoning Board review the most recent revised plans dated October 11th, 2016 and, if found acceptable, **APPROVE** the proposed Gateway Site Development Plan application subject to the following:

- (1) The Board finds the proposed plan "fits" within the building envelope without alterations or variances;
 - (2) The Board finds the same reduced interior driveway widths acceptable;
 - (3) Subject to any staff recommended conditions listed herein.
-

HISTORY OF PRIOR DEVELOPMENT REQUESTS FOR THE SITE

Between 2005 and early 2011 various re-development plans were submitted to the Town for a mixed-use commercial / office building with 84,312 square feet of floor area. However, those plans were abandoned due to numerous Code-related problems that would have required zoning variances and/or Code amendments. In addition, those plans were predicated on the Town allowing the developer to build a multi-story parking garage on the existing Town-owned surface parking lot on 95th Street near East Bay Harbor Drive. The Town Council discussed

this concept but denied the off-site parking garage request, as the Town's Zoning Code does not allow such freestanding structures in residential areas, nor was any developer agreement discussed. The developer subsequently abandoned that design and revised their request. From late 2011 into early 2012 the Town PZB / TC reviewed and approved a Gateway Site Development Plan for this site. The Town Council approved the Site Development Plan on 11/14/11 (Res. No. 1121-A). The status of the 2011 Town Council site plan approval is that through Town Code provisions (6-month ext.) and state law provisions, several time extensions have been requested / granted by the Town. These state law provisions include Legislative Bills as well as Governor Declarations. The current expiration date is 7/13/17.

CURRENT PROJECT REVIEW HISTORY

In April 2015, the Town received a set of revised Site Development Plans from a new architectural firm for a new design for pre-DRC review for the above referenced property. Subsequently the Town's DRC met several times and recommended approval of the application, subject to the architect making a few minor revisions discussed at the meetings, and submitting a plan revision check-set to staff for final sign-off prior to scheduling the matter for Planning and Zoning Board meeting. MMPA received several revised sets of plans from the architect and found that all previous DRC issues had been addressed. On April 19th, 2016, the Planning and Zoning Board discussed the item at a public meeting but deferred the application and instructed the applicant to make several changes. In July 2016, the applicant submitted a revised set of plans attempting to address the Planning and Zoning Board concerns; however, MMPA found the revised plans did not fully address the Board's comments. The most recent plans (10/11/16) appear to address all previous Planning and Zoning Board issues. An updated Traffic Study was also submitted.

GENERAL PROJECT INFORMATION

Land Use Designation:	Commercial (C) District
Zoning District:	Gateway (G) District
General Location:	9551 East Bay Harbor Drive
Legal Description:	Lots 1 & 2 of Block 1 "Bay Harbor Island" according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

PROJECT DESCRIPTION

The current project architect, Revuelta Architecture International, as agent for the property owner, One Kane Concourse, LLC, has submitted a revised Site Development Plan application to allow for the construction of a proposed 98,000+/- gross sq. ft. commercial building located at 9551 East Bay Harbor Drive. The proposed building includes a 5,298+/- sq. ft. ground floor restaurant (indoor sq. ft.) with an additional 745 sq. ft. of outdoor seating area, approximately 42,302+/- sq. ft. of office use, 2 levels of parking garages and other areas. As was requested previously the roof of the building is proposed to be used for limited recreation.

Michael Miller Planning Associates, Inc.

**Planning and Zoning Board Staff Report
One Kane Concourse / Tauber Commercial Development
9551 East Bay Harbor Drive
Site Development Plan Application – 2015/16 Revisions
January 9th, 2017
Page 3**

The proposed revised commercial building is 6-stories in height over two stories of below grade parking garage @ 75'-0" above BFE (maximum of 75-feet permitted). The Site Development Plan depicts access to the site through three (3) driveway connections to East Bay Harbor Drive, as well as a service area near the southern edge of the site, as was envisioned in 2012. The southernmost driveway will be a 23-foot wide two-way entrance / exit to the below grade parking garage. The northern driveways comprise a one-way circular drop-off driveway at the lobby area. The plans indicate that 141 parking spaces are required and 156 parking spaces are provided through the use of vertical lifts, tandem parking spaces and standard parking spaces. The submission proposes to utilize Section 23-24(e) of the Town's Code, which provides that if a restaurant is open only in evenings from 6:00 PM – 2:00 AM no parking spaces are required, as it is inferred that other commercial uses would be closed and parking spaces would be available for restaurant patrons. The use of Section 23-24(e) significantly decreases the required number of parking spaces, as the restaurant use would require 97 parking spaces alone. If a parking study is submitted in the future in accordance with Section 23-11(C)(15) and the Town approves the study, the restaurant could possibly operate during the day and quantity of parking spaces could be adjusted further.

According to the land survey, the lots are currently developed with a one-story building and a surface parking lot and existing landscaping. The subject property was formerly used as a restaurant for many years but was converted an office building about 10 years ago.

As stated above the Town approved a Site Development Plan for this site in late 2011. The status of the previous Town approval is that through Town Code provisions / state law provisions several extensions have been requested / granted by the Town. The current expiration date is July 13th, 2017. The developer is now seeking revisions to the design, either to improve the project design or extend the development approval further.

The adjoining / nearby development sites currently include the Town of Surfside's Surfside Park to the east across the Indian Creek Canal. To the north across Kane Concourse are vacant lots, now approved for the proposed 7-story Grand Beach Hotel @ 96 hotel rooms. To the west across East Bay Harbor Drive is the current Ocean Cadillac vehicle dealership complex. The Town has finalized its review of a Site Development Plan application to demolish the Cadillac dealership and construct a mixed-use complex including retail uses / parking garage on the first floor with a two-story religious establishment (Church-by-the-Sea) above. Zoning appeals were filed against the new complex and the Town Council has denied one appeal to date – the other appeal was deferred pending a possible court challenge. To the immediate south are vacant lots approved for the La Boutique MFR complex @ 23 DU (formerly Riviera Apts. @ 20 DU / 38.5 DUA). This area of the Town is predominated by a mixture of older low-rise commercial complexes (2 stories) and mid-rise residential complexes (5-7 stories). The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential and commercial complexes (5-7+/- stories). Therefore, the proposed development is deemed generally consistent with the Town's future vision for this area.

BACKGROUND INFORMATION

The Town of Bay Harbor Islands completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the past 13+ years. In November 2004 the Town created the "G" Gateway Zoning District. This zoning classification was originally applied to only the lots on the East Island adjoining Kane Concourse at the two waterways. This included only Lot 1 of the subject site. In 2005 when the Town updated the B-1 Business Zoning District LDRs a proposal was made to increase the allowable building height in the B-1 Business District to 75 feet BFE as per the B&A Downtown Study; however, the Town Council decided to keep the allowable height limit at 65 feet per the Community Visioning recommendations. Subsequently, in early 2008, at the request of the property owner (Tauber), the Town rezoned Lot 2 from the B-1 (formerly BAA) Zoning District to the "G" Gateway Zoning District. The property owner desired to have one common set of development regulations on the site, and be permitted to build to 75 feet in lieu of the 65 feet maximum height allowed in the B-1 District at this location. However, there is a progressive step-back setback in the Gateway District for taller portions of buildings adjoining Kane Concourse.

The intention of the Gateway District was to establish special development criteria to limit the large vertical massing of buildings near Kane Concourse at the edges of the East Island. Also, the Town adopted modifications to several other code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions as well as other building design standards.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The subject site has a Future Land Use Map (FLUM) designation of "Commercial." The proposed use of the commercial property would be consistent with the applicable FLUM designation of the property.

Land Development Regulations / Zoning Code – The subject site has a Zoning classification of "G" Gateway District. The applicable permitted uses listed in the Gateway District refer to the Town's B-1 Business District in Section 23-5. The proposed use of the commercial property is consistent with this zoning classification.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. If there is no existing Unity of Title at present this will be required as part of the redevelopment to legally tie the lots together.

RIGHT-OF-WAY AND ACCESS DESCRIPTION

As was depicted on the 2012 approved plans, the revised Site Development Plan depicts access to the site through three (3) driveway connections to East Bay Harbor Drive, as well as a service area near the southern edge of the site. The southernmost driveway is a 23-foot wide two-way entrance / exit to the below grade parking garage. To the north is a one-way circular drop-off

driveway near the lobby area. The Town Code requires that two-way driveways be a minimum of 23 feet in width, while one-way driveways must be a minimum of 12 feet in width. The one-way driveways meet the minimum driveway width requirement; however, the interior driveways in the parking garage are shown at 22 feet in width. The PZ Board has the ability to approve variations in driveway width dimensions based on site features and design. In this instance, the lot shape is not exactly rectangular and the off-street parking spaces will be by valet service. Therefore, MMPA is not opposed to this waiver request. The Town has approved several similar waivers for similar situations. The Town approved this same request in 2012.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The new revised building design could best be defined as “2016 Miami Modern” with strong decorative vertical window separations and both horizontal and vertical trellis design elements, as compared to the 2012 design.

The building elevations are significantly different than the 2011-12 approved plans. For example, the new “flex” building massing facing Kane Concourse is proposed near the roadway intersection versus the waterfront. This changes the bulk massing appearance from Kane Concourse. The new architectural design has numerous vertical components on the building façade presenting a “busier” appearance, while the previous plan had long horizontal elements with few vertical architectural breaks giving a “softer” appearance. Also the accessory rooftop structures (elevator shafts / stairs / bathrooms / mechanical rooms) are much larger / taller than the currently approved design. These modified building design features should be considered carefully by the PZB / TC. The Town Code states the Town “may” approve flex building features if deemed acceptable (not mandatory).

Building Length / Breezeway – As the building is less than 205 feet in length (118+/- feet) no building angulations are required. The Gateway District does not require a breezeway.

Gateway Promenade Walkway - The current design extends the parking garage structure near the Kane Concourse Bridge as is desired by the Town to provide a common pedestrian promenade as envisioned in the Community Visioning / Gateway discussions. Along the eastern waterfront, a landscaped plaza is proposed with landscaping / walkways.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

MMPA recommends **APPROVAL** of the revised Gateway / Site Development Plan. Following are suggested conditions of approval and/or comments on the latest revised plans dated October 11th, 2016 submitted to the Town for consideration:

- 1) This approval is based on the Site Development Plans prepared by Revuelta Architecture International, dated October 11th, 2016. Any substantial changes requested after the PZB approval may require a separate approval from staff / Planning and Zoning Board / Town Council, as specified in the Town Code.

- 2) The Town Code requires that two-way driveway widths be 23-feet in width unless the PZB approves otherwise. The interior driveways in the parking garage are shown at 22 feet in width. The PZB has the ability to approve variations in driveway width dimensions based on site features and design. In this instance, the lot shape is not exactly rectangular and the off-street parking spaces will be by valet service. The Town has approved several similar waivers for similar situations. The Town approved this same request in 2011. Therefore, MMPA is in support of this waiver request. Specific PZB approval is required for the reduction of the driveway widths.
- 3) MMPA notes that the building elevations are significantly different than the 2011-12 approved plans. For example, the new “flex” building massing facing Kane Concourse is proposed near the roadway intersection versus the waterfront. This changes the building massing appearance along Kane Concourse. The new architectural design has numerous vertical components on the building façade presenting a much “busier” appearance, while the previous plan had long horizontal elements with few vertical architectural breaks giving a “softer” appearance. The proposed accessory rooftop structures (elevator shafts / stairs / bathrooms / mechanical rooms) are much larger / taller than the current design. MMPA does not normally comment on architectural design features, as that is primarily the purview of the PZB / TC; however, this is a community entranceway “Gateway” site, so extra design attention is warranted. The Town Code states the Town “may” approve certain building design features, such as building flex areas, if deemed acceptable.
- 4) A Unity of Title document acceptable to the Town Attorney’s Office is necessary to legally bind the two (2) lots together. This must be accomplished prior to the issuance of building permits.
- 5) Payment of all required County / Town impact fees and connection fees prior to issuance of building permits.
- 6) Changes required by the Miami-Dade County Fire Department, Building Codes or owner / architect desired refinements subsequent to the Town’s site plan approval may cause the plans to be resubmitted to the DRC / PZB / TC in accordance with Section 5-23.1(c).

RESOLUTION NO. 2112

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE ONE KANE CONCOURSE PROJECT.

WHEREAS, on October 11, 2016, One Kane Concourse, LLC (hereinafter the “Applicant”), filed a revised site plan for a property on Lots 1 and 2 zoned Gateway. Applicant’s site plan requests approval for a commercial building, consisting of six (6) stories and two (2) levels of below grade parking located thereupon at 9551 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 1 & 2 of Block 1 “Bay Harbor Island” according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida;

(hereinafter the “Project” or “Site Plan”); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands’ Code of Ordinances (hereinafter the “Code”); and

WHEREAS, on January 18, 2017, the Town’s Planning and Zoning Board, after Notice of the Public Meeting was properly provided, approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Finding.** The Planning and Zoning Board finds that the Site Plan is consistent with the criteria set forth in Section of 5-23.1 of the Code and approves the Site Plan dated October 11, 2016, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the “Effective Date”).
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan, dated October 11, 2016. Any modifications thereto shall require separate approvals from either staff, the Planning and Zoning Board, or the Town Council as specified in the Code.
 - B. A Unity of Title acceptable to the Town Attorney’s Office shall be recorded prior to the issuance of building permits.

- C. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff, the Planning and Zoning Board, or the Town Council, as specified in the Code.
- D. The existing overhead power lines shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by FPL prior to the issuance of a certificate of occupancy, Applicant shall install electric service entrance facilities to accommodate an underground service lateral pursuant to Section 18-22 of the Code.
- E. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. Prior to the issuance of a building permit, Applicant shall pay all required impact fees including, but not limited to, those payable to the Town, County, and School Board.
- G. All prior Site Plan approvals for Lots 1 and 2, including Resolution 1121-A, are hereby revoked.
- H. This Site Plan approval is subject to the Town Council's approval of the Applicant's Gateway application.
- I. The space on the first floor of the Site Plan designated as the restaurant, (approximately 5,298 square feet (indoor) and 745 square feet (outdoor)), may only operate the restaurant during the hours of 6:00 p.m. and 2:00 a.m., pursuant to Section 23-24(e) of the Code. If Applicant seeks to operate the restaurant earlier than 6:00 p.m., Applicant shall provide additional parking as required by the Code.
- J. The roof recreational area shall be for the use of tenants and their invited guests only. The roof recreational area shall not have any table service from the restaurant. No live music or amplified recorded music shall be played on the roof recreational area in a manner that is inconsistent with the Town's noise ordinances, as it may be amended. Use of the roof recreational area shall close at a time that shall be determined by the Town Council or the Town Manager.

5. **Severability.** If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

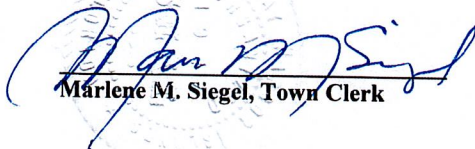
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED this 17th day of January, 2017.

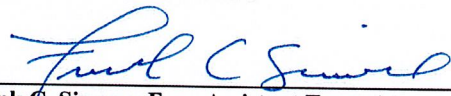
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
Steven Hurwitz, Chair Person

ATTEST:


Marlene M. Siegel, Town Clerk

APPROVED AS TO FORM:


Frank C. Simone, Esq., Assistant Town Attorney

APRIL 19, 2017

TOWN COUNCIL – PUBLIC HEARING

- MINUTES
- STAFF REPORT
- RESOLUTION NO. 2119

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF PUBLIC HEARING**

A Public Hearing of the Town Council was held Monday, April 19th, 2017 at 6:49 p.m. in the Council Chambers. Upon roll call the following Council Members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Tricoche

QUASI-JUDICIAL PUBLIC HEARING

Town Attorney Sherman swore in all the individuals speaking at the Public Hearing.

Item 1. Public Comment with respect to an application for a proposed six (6) story building at the property located at 9551 East Bay Harbor Drive, Lots 1 and 2 of Block 1. The application is being made for site plan approval of the Gateway properties.

Attorney, Mathew Amster, 200 S Biscayne Blvd., represented the applicant and owner of the subject property. The subject property was located on the east Gateway of the Town, south of the Grant Beach Hotel. He explained that the applicant revised the project for a more attractive commercial building. The masse of the east side has been moved to the east with added energy efficient features. He stated that the building would be LEED certified. The developer was proposing a restaurant use on the ground floor with valet services. The applicant has expressed commitment to building a high caliber project.

There was a brief discussion from the Council on the proposed restaurant hours of operations; parking regulations; driveways; setbacks; traffic analysis; seawall cap; ground floor use; concerns on the dewatering phase; time for construction from approval; the LEED certification for the building; applicant shall submit for a Building Permit within 1 year or they shall come back to the Town Council for approval.

PUBLIC COMMENT

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward in support of the proposed project and suggested a bar or lounge.

Dr. Denis Neuhut, 1048 Kane Concourse, came forward and stated that he welcomed any new development that could revitalize the Business District, but was concerned with the parking and roof top use.

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with possible excess noise and parking issues.

John Corral, 9650 W. Bay Harbor Drive, came forward and was concerned with the traffic and asked if the proposed Church was taken into consideration when the traffic study was performed for this project.

John Vetter, 10301 W. Bay Harbor Drive, came forward and was concerned with the traffic. He did not agree with the underground parking and proposed parking lifts.

Victor Maya, 1155 103 Street, was concerned with the proposed restaurant and parking.

Linda Zilber, 1231 95 Street, came forward and liked the current design on the proposed project.

CLOSED PUBLIC COMMENT

Item 2. Approval or denial of the above application for site plan approval of the Gateway property located at 9551 East Bay Harbor Drive.

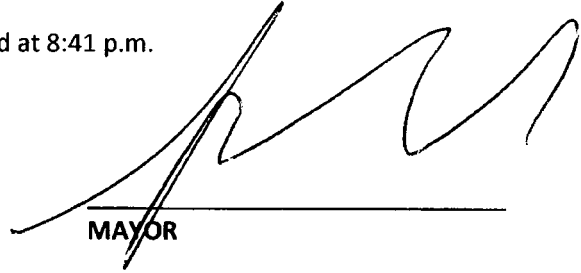
ACTION: Vice Mayor Bruder made a motion for the site plan approval of the Gateway property subject to the following conditions:

1. Applicant shall build the building to be LEED certified or equivalent.
2. Applicant shall have one (1) year to submit for a Building Permit. Any request for an extension shall come back before the Town Council for approval.
3. Applicant shall not demolish the existing building until the applicant receives a Building Permit.

4. The ground floor shall have a restaurant or non-professional office use.
(Professional office uses is defined as and not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices.
5. Applicant shall maintain adequate valet attendants at all times and be subject to the requirements of the Town Manager.

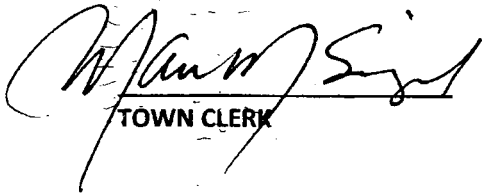
Council Member Tricoche seconded the motion and it passed 5-1, with Council Member Reid opposed.

There being no further discussion meeting was adjourned at 8:41 p.m.



MAYOR

ATTEST



TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands, Florida

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 24th, 2017

Subject: Site Development Plan Application - Revision
One Kane Concourse - Tauber Commercial / Office Building
9551 East Bay Harbor Drive
Revisions to 2011-12 Original Town Approval
Gateway District – Required Town Council Site Plan Approval
Bay Harbor Islands Acct. No. BP2016-88
MMPA Acct. No. 01-0702-946B

RECOMMENDED ACTION

MMPA recommends the Town Council review this staff report, the latest revised Site Development Plans dated January 28th, 2017 and, if found acceptable, **APPROVE** the proposed Gateway Site Development Plan application, subject to the plans being further modified as required by the Town Council and/or subject to any conditions listed herein and/or imposed by the Town.

HISTORY OF PRIOR DEVELOPMENT REQUESTS FOR THE SITE

Between 2005 and early 2011 various re-development plans were submitted to the Town for a mixed-use commercial / office building with 84,300+/- square feet of floor area. However, those plans were abandoned due to numerous Code-related problems that would have required zoning variances and/or Code amendments. In addition, those plans were predicated on the Town allowing the developer to build a multi-story parking garage on the existing Town-owned surface parking lot on 95th Street near East Bay Harbor Drive. The Town Council discussed that concept but denied the off-site parking garage request, as the Town's Zoning Code does not allow such freestanding structures in residential areas, nor was any developer agreement discussed. The developer subsequently abandoned those designs and revised their request to comply with existing Town Codes. During 2011 the Town PZB / TC reviewed and approved a Gateway Site Development Plan for the site. The Town Council approved the Site Development Plan on 11/14/11 (Res. No. 1121-A). The status of the 2011 Town Council site

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plan approval is that through Town Code provisions (6-month ext.) and state law provisions, several time extensions have been requested / granted by the Town. These state law provisions include Legislative Bills as well as Governor Declarations. The current expiration date is 7/13/17.

CURRENT PROJECT REVIEW HISTORY

In April 2015, the Town received a set of revised Site Development Plans from a new architectural firm for a new design for pre-DRC review for the above referenced property. Subsequently the Town's DRC met several times and recommended approval of the application, subject to the architect making a few minor revisions discussed at the meetings, and submitting a plan revision check-set to staff for final sign-off prior to scheduling the matter for Planning and Zoning Board meeting. MMPA received several revised sets of plans from the architect and found that all previous DRC issues had been addressed. On April 19th, 2016, the Planning and Zoning Board discussed the item at a public meeting but deferred the application and instructed the applicant to make several changes. In July 2016, the applicant submitted a revised set of plans attempting to address the Planning and Zoning Board concerns. On January 17th, 2017, the Planning and Zoning Board reviewed the modifications and recommended approval of the application with no conditions of approval noted.

GENERAL PROJECT INFORMATION

Land Use Designation:	Commercial (C) District
Zoning District:	Gateway (G) District
General Location:	9551 East Bay Harbor Drive
Legal Description:	Lots 1 & 2 of Block 1 "Bay Harbor Island", according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida.

PROJECT DESCRIPTION

The new project architect, Revuelta Architecture International, as agent for the property owner, One Kane Concourse, LLC, has submitted a revised Site Development Plan application to allow for the construction of a proposed 98,000+/- gross sq. ft. commercial building located at 9551 East Bay Harbor Drive. The proposed building includes a 5,298+/- sq. ft. ground floor restaurant (indoor sq. ft.) with an additional 745 sq. ft. of outdoor seating area, approximately 42,302+/- sq. ft. of office use, 2 levels of parking garages and other areas. As was requested previously the roof of the building is proposed to be used for limited recreation.

The revised commercial building is 6-stories in height over two stories of below grade parking garage @ 75'-0" above BFE (maximum of 75-feet permitted). The revised Site Development Plan depicts access to the site through three (3) driveway connections to East Bay Harbor Drive, as well as a service area near the southern edge of the site, as was envisioned in 2011. The

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southernmost driveway will be a 23-foot wide two-way entrance / exit to the below grade parking garage. The northern driveways comprise a one-way circular drop-off driveway at the lobby area. The plans indicate that 141 parking spaces are required and 156 parking spaces are provided through the use of vertical lifts, tandem parking spaces and standard parking spaces. Parking will be handled through a full-time valet system. The submission proposes to utilize Section 23-24(e) of the Town's Code, which provides that if a restaurant is open only in evenings from 6:00 PM – 2:00 AM no parking spaces are required, as it is inferred that other commercial uses would be closed and parking spaces would be available for restaurant patrons. The use of Section 23-24(e) significantly decreases the required number of parking spaces, as the restaurant use would require 97 parking spaces alone. If a parking study is submitted in the future in accordance with Section 23-11(C)(15) and the Town approves the study, the restaurant could possibly operate during the day and quantity of parking spaces could be adjusted further.

According to the survey submitted, the site is currently developed with a one-story building and a surface parking lot and existing landscaping. The subject property was formerly used as a restaurant for many years but was converted an office building about 10 years ago.

As stated above the Town approved a Site Development Plan for this site in late 2011. The status of the previous Town approval is that through Town Code provisions / state law provisions several extensions have been requested / granted by the Town. The current expiration date is July 13th, 2017. The developer is now seeking revisions to the design, either to improve the project design or extend the development approval further.

The adjoining / nearby development sites currently include the Town of Surfside's Surfside Park to the east across the Indian Creek Canal. To the north across Kane Concourse is the Grand Beach Hotel @ 96 hotel rooms (currently under construction). To the west across East Bay Harbor Drive is the current Ocean Cadillac vehicle dealership complex. The Town has finalized its review of a Site Development Plan application to demolish the Cadillac dealership and construct a mixed-use complex including retail uses / parking garage on the first floor with a two-story religious establishment (Church-by-the-Sea) above. To the immediate south are vacant lots approved for the La Boutique MFR complex @ 23 DU (formerly Riviera Apts. @ 20 DU / 38.5 DUA). This area of the Town is predominated by a mixture of older low-rise commercial complexes (2 stories) and mid-rise residential complexes (5-7 stories). The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential and commercial complexes (5-7+/- stories). Therefore, the proposed development is deemed generally consistent with the Town's future vision for this area.

BACKGROUND INFORMATION

The Town of Bay Harbor Islands completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the past 13+ years. In November 2004 the Town created the "G" Gateway Zoning District. This zoning classification was originally applied to only the lots on the East Island adjoining Kane Concourse at the two waterways. This included only Lot 1 of the subject site. In 2005 when the Town updated the B-1 Business Zoning District LDRs a proposal was made to increase the allowable building height in the B-1 Business District to 75 feet BFE as per the B&A Downtown Study; however, the Town

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Council decided to keep the allowable height limit at 65 feet per the Community Visioning recommendations. Subsequently, in early 2008, at the request of the property owner (Tauber), the Town rezoned Lot 2 from the B-1 (formerly BAA) Zoning District to the "G" Gateway Zoning District. The property owner desired to have one common set of development regulations on the site, and be permitted to build to 75 feet in lieu of the 65 feet maximum height allowed in the B-1 District at this location. However, there is a progressive step-back setback in the Gateway District for taller portions of buildings adjoining Kane Concourse.

The intention of the Gateway District was to establish special development criteria to limit the large vertical massing of buildings near Kane Concourse at the edges of the East Island. Also, the Town adopted modifications to several other code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions as well as other building design standards.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The subject site has a Future Land Use Map (FLUM) designation of "Commercial." The proposed use of the commercial property would be consistent with the applicable FLUM designation of the property.

Land Development Regulations / Zoning Code –The subject site has a Zoning classification of "G" Gateway District. The applicable permitted uses listed in the Gateway District refer to the Town's B-1 Business District in Section 23-5. The proposed use of the commercial property is consistent with this zoning classification.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. If there is no existing Unity of Title at present this will be required as part of the redevelopment to legally tie the lots together.

RIGHT-OF-WAY AND ACCESS DESCRIPTION

As was depicted on the 2011 approved plans, the revised Site Development Plan depicts access to the site through three (3) driveway connections to East Bay Harbor Drive, as well as a service area near the southern edge of the site. The southernmost driveway is a 23-foot wide two-way entrance / exit to the below grade parking garage. To the north is a one-way circular drop-off driveway near the lobby area. The Town Code requires that two-way driveways be a minimum of 23 feet in width, while one-way driveways must be a minimum of 12 feet in width. The one-way driveways meet the minimum driveway width requirement; however, the interior driveways in the parking garage are shown at 22 feet in width. The PZ Board has the ability to approve variations in driveway width dimensions based on site features and design. In this instance, the lot shape is not exactly rectangular and the off-street parking spaces will be by valet service. Therefore, MMPA was not opposed to this waiver request. The Town has approved several similar waivers for similar situations. The Town approved this same request in 2011.

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BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The revised building design could best be defined as “2016 Miami Modern” with strong decorative vertical window separations and both horizontal / vertical trellis design elements (compared to the 2011 design).

The building elevations are significantly different than the 2011 approved plans. For example, the new “flex” building massing facing Kane Concourse is proposed near the roadway intersection versus the waterfront. This changes the bulk massing appearance from Kane Concourse. The new architectural design has numerous vertical components on the building façade presenting a “busier” appearance, while the previous plan had long horizontal elements with few vertical architectural breaks giving a “softer” appearance. Also, the accessory rooftop structures (elevator shafts / stairs / bathrooms / mechanical rooms) are larger / taller than the 2011 design. These modified building design features should be considered carefully by the Town. The Code states the Town “may” approve flex building features if deemed acceptable (not mandatory).

Building Length / Breezeway – As the building is less than 205 feet in length (118+/- feet) no building angulations are required. The Gateway District does not require a breezeway.

Gateway Promenade Walkway - The current design extends the parking garage structure near the Kane Concourse Bridge as is desired by the Town to provide a common pedestrian promenade as envisioned in the Community Visioning / Gateway discussions. Along the eastern waterfront, a landscaped plaza is proposed with landscaping / walkways.

CONCURRENCY ISSUES

Traffic Impacts - Kane Concourse is a 4-lane divided roadway. According to FDOT guidelines, such a roadway can handle up to 34,700 trips per day at LOS E, which is FDOT’s adopted LOS for this roadway (10/16 applicant study states LOS D @ 32,400 TPD but not correct). For many years (5+ years now), this location has experienced on average about 25,000 vehicles per day / 2,250 trips in the PM Peak Hour. This equates to a V/C ratio of .72 or LOS C. The 10/16 study reports the latest traffic volume is about 25,500 TPD so the V/C would be .79 or LOS C. East Bay Harbor Drive is a 60-foot wide local collector roadway with two (2) travel lanes, except at the intersection with Kane Concourse, which includes turn lanes. According to the applicant’s 2016 study update the roadway now carries about 269 PM Peak Hour trips (3,000 TPD) just south of Kane Concourse (2011 traffic was slightly higher at 3,500 TPD / 315 PMPH trips). The roadway capacity at LOS “D” is 10,000 TPD / 450 PMPH trips. This results in a V/C of .60 or LOS C (B). The Town adopted a preferred LOS “B” for all local roadways in 1989, unless another jurisdiction had precedent. The EBHD roadway operating characteristics still meet the higher LOS B criteria. However, FDOT and Miami-Dade County have adopted more precise traffic engineering criteria since 1989 and adopted lower LOS that supersede the Town’s jurisdiction in some cases.

For example, LOS “E” is the FDOT adopted LOS on Kane Concourse and Miami-Dade County adopted LOS “D” for local roadways. LOS “B” was mathematically determined by FDOT to be non-achievable based on the computer model utilized – refer to a roadway as LOS C or above. The traffic volumes on Kane Concourse and East Bay Harbor Drive have remained fairly constant

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over the last 5+/- years, as this area of the Town was almost completely built-out; however, some sites have been demolished in anticipation of newer developments, which decreased the traffic volumes temporarily on EBHD. In summary EBHD is operating at about 60% of design capacity. Observations of this roadway traffic volumes notes generally good traffic flow and minimal delays, except at peak hours. Occasionally the intersection experiences traffic delays at the traffic signal at Kane Concourse.

At the request of Town staff, in 2011 and again in 2016, the applicant / owner retained a Traffic Engineering Consultant (Joaquin Vargas, P.E. @ Traf Tech Engineering) to study the project's expected traffic impacts on Kane Concourse and East Bay Harbor Drive, including the signalized intersection and valet operations. The studies concluded that all roadway segments and the intersection of Kane Concourse and East Bay Harbor Drive will operate at an acceptable Level of Service (LOS) in compliance with adopted standards. Since all parking will be by valet, there should be minimal conflicts by motorists unaware of the traffic flow patterns. If the commercial complex maintains adequate valet personnel parking should not be an issue. The traffic consultant recommends that once the project is built, Miami-Dade County perform a traffic signal optimization study and re-time the traffic signal, if necessary. This was also recommended recently on both the Monarch Hotel and Grand Beach Hotel projects. Since there is already a 6,572 sq. ft. office use on the site generating traffic, the net increase in potential traffic was adjusted accordingly by the traffic consultant.

Staff believes that all Town concurrency LOS standards can be met when adding the impact of the new development to existing conditions. An updated concurrency Impact Analysis Report was submitted by the applicant demonstrating compliance with the Town's adopted LOS standards. Based on the land use mix this project it should generate about 890 TPD per day / 139 PMPH trips. Since the bar / restaurant use will occur during evening hours only no trips occur in the PM Peak Hour. Adding the new traffic that would be generated by this project would not significantly impact the operating LOS of the roadways using the applicable adopted LOS standards. All potable water, wastewater, storm water and solid waste impacts can be accommodated.

SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

MMPA recommends **APPROVAL** of the revised Gateway Site Development Plan. Following are suggested conditions of approval and/or comments on the latest revised plans dated January 28th, 2017 submitted to the Town for consideration:

- 1) This approval is based on the Site Development Plans prepared by Revuelta Architecture International, dated January 28th, 2017. Any substantial changes requested after the PZB approval may require a separate approval from staff / Planning and Zoning Board / Town Council, as specified in the Town Code.
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Michael Miller Planning Associates, Inc.

similar waivers for similar situations. The Town approved this same request in 2011. Therefore, MMPA is in support of this waiver request. At their January 17th, 2017 meeting, the PZB re-approved the reduction of the driveway widths.

- 3) MMPA notes that the building elevations are significantly different than the 2011 approved plans. For example, the new “flex” building massing facing Kane Concourse is proposed near the roadway intersection versus the waterfront. This changes the building massing appearance along Kane Concourse. The new architectural design has numerous vertical components on the building façade presenting a much “busier” appearance, while the previous plan had long horizontal elements with few vertical architectural breaks giving a “softer” appearance. The proposed accessory rooftop structures (elevator shafts / stairs / bathrooms / mechanical rooms) are larger / taller than the current design. MMPA does not normally comment on architectural design features, as that is primarily the purview of the PZB / TC; however, this is a community entranceway “Gateway” site, so extra design attention is warranted. The Town Code states the Town “may” approve certain building design features, such as building flex areas, if deemed acceptable.
- 4) A Unity of Title document acceptable to the Town Attorney’s Office is necessary to legally bind the two (2) lots together. This must be accomplished prior to the issuance of building permits.
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- 6) Changes required by the Miami-Dade County Fire Department, Building Codes or owner / architect desired refinements subsequent to the Town’s site plan approval may cause the plans to be resubmitted to the DRC / PZB / TC in accordance with Section 5-23.1(c).

RESOLUTION NO. 2119

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE GATEWAY ZONING SITE
DEVELOPMENT PLAN APPLICATION FOR THE
ONE KANE CONCOURSE PROJECT.**

WHEREAS, on October 11, 2016, One Kane Concourse, LLC (hereinafter the “Applicant”), filed a revised site plan for a property on Lots 1 and 2 zoned Gateway. Applicant’s site plan requests approval for a commercial building, consisting of six (6) stories and two (2) levels of below grade parking located thereupon at 9551 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 1 & 2 of Block 1 “Bay Harbor Island” according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida;

(hereinafter the “Project” or “Site Plan”); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) of the Town of Bay Harbor Islands’ Code of Ordinances (hereinafter the “Code”); and

WHEREAS, on January 18, 2017, the Town’s Planning and Zoning Board, after Notice of the Public Meeting was properly provided, approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth in Resolution No. 2112.

WHEREAS, on February 2, 2017, Applicant filed an Application for Gateway Zoning Site Plan Approval pursuant to the requirements set forth in Section 23-21(i) of the Code, along with a traffic study, as requested by the Town Manager (“Gateway Application”).

WHEREAS, on April 19, 2017, the Town Council, after Notice of the Public Meeting was properly provided, approved the Gateway Application and Site Plan pursuant to Section 23-21(g) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Findings. The Town Council finds that the Applicant has met its burden of proof. The Gateway Application and the Site Plan are consistent with the criteria set forth in Section of 23-21(g)(1) through (7) of the Code. Specifically, the Town Council finds that:

- a. The Site Plan complies with the standards contained in 23-21(g);
- b. The Application will have a favorable effect on the economy of the Town;
- c. The Application will not generate or result in excessive noise or traffic congestion;

- d. The Application will not cause an undue or excessive burden on public facilities which have been constructed or which are planned and budgeted for construction;
- e. The Application will not cause excessive overcrowding or concentration of people or population;
- f. The Application will be compatible with the surrounding area and its development in scale; and
- g. The Application is a reasonable use of property and results in a public benefit.

The Town Council therefore approves the Application and Site Plan dated October 11, 2016, pursuant to Section 21-21(g) of the Code, subject to the below conditions.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").

4. Conditions of Approval.

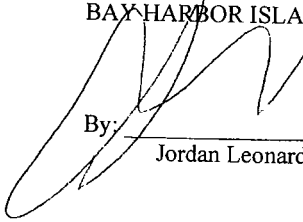
- A. This approval is based on the Gateway Application and Site Plan dated October 11, 2016 that was approved by the Planning and Zoning Board on January 18, 2017, and incorporates conditions A-D, F-G, and I-J set forth in Resolution No. 2112. Any modifications thereto shall require separate approvals from either staff, the Planning and Zoning Board, or the Town Council as specified in the Code.
- B. Applicant shall have one (1) year to submit a building permit. Any request for an extension shall come before the Town Council, regardless of any other legal basis available for an extension.
- C. The building shall be LEED certified.
- D. Applicant shall not demolish the existing building until it receives a building permit.
- E. The First floor shall have a restaurant or non professional office use, unless otherwise approved by the Town Council.
- F. Applicant shall have an adequate amount of valet attendants at all times, and subject to the requirements of the Town Manager.
- G. All conditions shall constitute covenants running with the land and shall be obligations of the present and all future owners of the building.

5. Severability. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

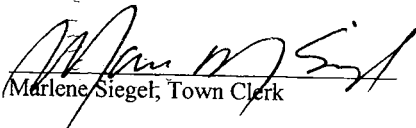
PASSED this 19th day of April, 2017.

TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS

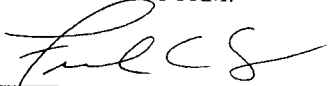
By: 

Jordan Leonard, Mayor

ATTEST:


Marlene Siegel, Town Clerk

APPROVED AS TO FORM:


Frank C. Simone, Esq., Assistant Town Attorney