

TOWN OF BAY HARBOR ISLANDS

August 10, 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.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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.)*

1. **Consideration and Approval** of the following Meeting Minutes:
 - a. March 10, 2021 - Regular Council Meeting
 - b. March 22, 2021 - Special Council Meeting
 - c. April 14, 2021 - Organizational Meeting
 - d. April 14, 2021 - Public Hearing
 - e. April 14, 2021 - Regular Council Meeting
2. **Consideration and Approval** of a resolution requested by Council Member Leonard urging President Joseph Biden and the United States Congress to condemn the Cuban Government's handling of the protests and to take any and all actions necessary to support the Cuban people in their call for freedom and relief from Cuba's socialist and communist regime. Enclosed is a copy of the proposed resolution.

3. **Consideration** and **Approval** of a request by Council Member Leonard to purchase a sponsorship package in the amount of \$2,500 for attendance at The Save Dade 2021 Champions of Equality Gala to be held on September 23, 2021. Enclosed is a copy of the event sponsorship packages.
4. **Consideration** and **approval** of a Request for Proposals (RFP) to create a Municipal Wireless Network across both islands to provide a highspeed mesh network in all areas of the Town. Enclosed is a copy of the proposed Request for Proposal Packet.
5. **Consideration** and **Approval** of a Request for Proposals (RFP) for Electric Vehicle Charging Stations for the Town Parking Locations Project. Enclosed is a copy of the proposal package material.
6. **Consideration** and **Approval** of a Request for Proposals (RFP) for replacement of all Audio and Video equipment for the Council Chambers. Enclosed is a copy of the proposal package materials.
7. **Consideration** and **Approval** of an Interlocal Agreement between the Town and Miami-Dade County Clerk of Courts for upgrades to the Uniform Digital Parking Citation System. Enclosed is a copy of the proposed agreement.
8. **Approval** and **Ratification** of an Agreement between the Town of Bay Harbor Islands and Calvin, Giordano & Associates, Inc. and BCC Engineering, LLC (Lakes Engineering) to perform visual inspections on multiple high and low rise buildings to identify any visible spalling and/or deterioration of the concrete structures. Enclosed is a copy of the proposal as submitted by Calvin, Giordano & Associates and BCC Engineering, LLC (Lakes Engineering, Inc.).
9. **Consideration** and **approval** of contract award to A. West Enterprise, LLC in the amount of \$172,808 for project BC-157 to replace the medium voltage FP&L cable, conduit and brackets for Bridge 875101. Enclosed are copies of the bid documents and other supporting documents.
10. **Consideration** and **Approval** of award of contract to Live I-Tech in the amount of \$28,575 to relocate the computer servers from the Town Hall Annex offices to the Second Floor Council Chambers room. Enclosed are copies of the proposals received.
11. **Consideration** and **approval** to piggyback off the Polk County Sheriff's Office contract with Flock Safety in the amount of \$143,500 to procure a new License Plate Reader (LPR) Camera System, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of a Memorandum provided by Chief Diaz and other supporting documents.
12. **Consideration** and **Approval** of an agreement with Weiss, Serota, Helfman, Cole & Bierman, P.L. regarding Labor and Employment Law matters. Enclosed is a copy of the proposed agreement.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

13. **Consideration and approval** of an ordinance on first reading requested by Council Member Salver establishing registration requirements for condominiums, multi-family homeowners, and cooperative associations within the Town. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING REGISTRATION REQUIREMENTS FOR CONDOMINIUM, MULTI-FAMILY HOMEOWNERS AND COOPERATIVE ASSOCIATIONS WITHIN THE TOWN; CREATING REGISTRATION DATABASE TO BE AVAILABLE TO THE PUBLIC; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

14. **Consideration and approval** of an ordinance on first reading amending Chapter 7 of the Town Code to require Knox Boxes at all new and existing residential buildings. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 7 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED "FIRE PROTECTION AND PREVENTION"; AND SPECIFICALLY ADDING SECTION 7-33 TO REQUIRE KNOX BOXES AT NEW AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

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

15. **Consideration and Approval** to select Brown & Brown Insurance as the Broker of Record in response to Request for Qualifications No. 216 Health Insurance Broker Services for group medical insurance benefits for the Town's employees. Enclosed is a Memo from Human Resources Manager, Shaun Gelvez, which recommends Brown & Brown Insurance. Pursuant to §1.17 of the RFQ, the terms of the agreement will be negotiated upon selection.

STAFF RECOMMENDATION: Approval

16. **Discussion and possible action** regarding the remodeling of the interior of the Public Works lunchroom. Enclosed are renderings, estimated costs, and some options for discussion.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

17. **Recognition and possible action** requested by Council Member Bruder for a paid day off or a monetary gift card per employee, for Town employees who responded to the South Champlain Condominium Towers' Collapse in Surfside.
18. **Discussion** requested by Council Member Yaffe and Council Member Leonard regarding condominiums, cooperatives and other community associations, requiring them to deliver to the Town "Building Engineering Reports" reflecting the conditions of buildings, including structural and life safety components.
19. **Discussion and possible action** regarding the Block 11 parking leases for Hippo Land, Inc. and Bay Harbor Executives Offices, Inc. Enclosed are copies of the proposed leases.

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

August 10, 2021

ITEM NUMBER: 1.

ITEM:

Consideration and Approval of the following Meeting Minutes:

- a. March 10, 2021 - Regular Council Meeting
- b. March 22, 2021 - Special Council Meeting
- c. April 14, 2021 - Organizational Meeting
- d. April 14, 2021 - Public Hearing
- e. April 14, 2021 - Regular Council Meeting

DESCRIPTION:

Consideration and Approval of the following Meeting Minutes:

- a. March 10, 2021 - Regular Council Meeting
- b. March 22, 2021 - Special Council Meeting
- c. April 14, 2021 - Organizational Meeting
- d. April 14, 2021 - Public Hearing
- e. April 14, 2021 - Regular Council Meeting

Enclosed are copies of the Draft Meeting Minutes.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS

- 1. 03.10.2021 Regular Council Meeting
- 2. 03.22.20 Special Council Meeting
- 3. 04.14.2021 Organizational Meeting
- 4. 04.14.2021 Public Hearing
- 5. 04.14.2021 Regular Council Meeting

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR COUNCIL MEETING

A Virtual Meeting of the Town Council was held on Wednesday, March 10th, 2021, at 7:13 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 Elizabeth Tricoche
Council Member Isaac Salver	Council Member Robert Yaffe

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Council Member Leonard pulled Item 5 from the Consent Agenda for discussion.

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

Mayor Bruder announced that staff at the Community Center will assist residents with obtaining COVID19 vaccine information online, Wednesdays from 1:00-3:00 P.M. and Fridays from 10:00 A.M. to Noon. She also reported on a meeting with the school, where discussions were held about fixing the flooding problem on the basketball court, installation of “No Dog on Field” signs, submittal of a letter to the School Board to fix the basketball court; and plans to paint the main building.

Vice Mayor Fuller reported on communications with lobbyists on the best way to approach the FAA matter; a meeting scheduled for Friday with lobbyists and the FAA; circulation of a letter to U.S. Secretary of Transportation Buttigieg; and the conversations held with Mayors of Miami Gardens, North Miami, and City of Miami Beach, with a possibility of them joining in the effort.

Council Member Leonard asked if helicopters were being addressed in the FAA plan. Vice Mayor Fuller responded that helicopters, as well as anything flying out of MIA were being addressed.

Council Member Yaffe reported on his attendance at the Miami-Dade League of Cities Meeting where discussions were held on proposed legislation regarding pre-emption on vacation rentals; taking home businesses out of the control of municipalities; and the potential lifting of the midnight curfew, when COVID positivity rate fell from 6.15% to approximately 5%.

Town Attorney Simone clarified that the legislative matter pertains to pre-empting municipalities from regulating “working at home”, not to home-Based Businesses.

Council Member Reid announced that tonight’s meeting would be her last official one as a Council Member after eight (8) years of service with the Town; and she thanked all the voters for their support. The council members thanked Council Member Reid for her service to the Town.

SPECIAL PRESENTATION:

1. Report of the Town investment performance for the quarter ending December 31, 2020. Presentation will be provided by Gerardo Rodriguez of BNY Mellon Wealth Management. Enclosed is a copy of the presentation.

Mr. Rodriguez, 1450 Brickell Avenue, Suite 7300, Miami, Fl. 33131, reported on the Town's performance portfolio as follows: The collective market value of the portfolio was \$1,17,853 with an annual estimate income of \$140,179 for the three accounts. The average yield for the overall portfolio was 1.99%; the Fourth Quarter return for the Contingency Account for 2020 was .39%; Year to Date return was 6.44%; and annualized return since inception was 4.36%. For the General Fund, the fourth quarter return was 4.0%; the Year-to-Date return was 6.47%; and the annualized return since inception was 4.39%. For the Water Fund, the Fourth Quarter return for 2020 was 4. %; the Year-to-Date return was 6.47%, and annualized return since inception was 4.39%. The Water Fund had return of 4.0% for the Fourth Quarter of 2020 and the annualized return since inception was 4.44%.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported that FEMA maps are being changed, and Miami-Dade County will hold meetings to inform the public of the changes.

PUBLIC COMMENT:

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Kathleen Kennedy, 9180 West Bay Harbor Drive, wished Council Member Reid good luck. She thanked the Town Council for opening the park for COVID19 vaccines; and she commended the Police Department and the Town Manager for doing a good job.

Frances Neuhut, 9920 West Broadview Drive, inquired about election notices; spoke of liability with the previous Town Attorney, and cautioned the Council about hiring attorneys who work for adjoining towns, to avoid conflicts.

COMMITTEE REPORTS:

2. Report from the Parks & Recreation Committee. Ms. Kennedy, Parks & Recreation Chair will provide an update.

Chair Kathleen Kennedy, presented the following items to the Council at the recommendation of the Committee:

- Naming 92nd Street Park after Doris Manno
- Renovation of 92nd Street Doggie Park.
- Exploring ADA compliant equipment for Town parks.

Discussion ensued about extending the dog park into the parking lot to make an area for small dogs; adding the cost to next year's budget; funding to rehabilitate 92nd Street Park; changing grass in the parks to artificial turf; reaching out to local colleges for ideas on naming Town facilities; obtaining information from other municipalities on their park policies; utilizing FIU representatives; and implementing a system by developing policies and procedures for naming Town facilities.

The Town Council reached a consensus for staff to provide the Council Meeting Minutes where the policy for renaming Town parks was previously discussed, and to place an item regarding "Guidelines for Renaming of Town Parks" on the next Council Meeting Agenda.

5. **Consideration** and **Approval** of a resolution establishing the Town Clerk's annual compensation. Enclosed is a copy of the proposed resolution and other supporting documents.

There was discussion regarding the amount of compensation for Town Clerk Alba Chang.

PUBLIC COMMENT

Kathleen Kennedy, of 9180 Kane Concourse, spoke in support of the Town Clerk.

PUBLIC COMMENT CLOSED

ACTION: Council Member Salver made a motion to approve the Resolution. Council Member Yaffe seconded the motion and it passed by a 5-2 poll vote with Council Member Leonard and Council Member Tricoche opposed.

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.)*

3. **Approval** of the following Meeting Minutes:
- August 10, 2020 - Regular Council Meeting
 - August 26, 2020 - Special Council Meeting
 - September 8, 2020 - Special Council Meeting

- September 8, 2020 - 1st Budget Public Hearing
- September 8, 2020 - Special Council Meeting
- September 14, 2020 - 2nd Budget Public Hearing

4. **Consideration** and **Approval** of a resolution approving a Public Transportation Grant Agreement in substantial conformance in the amount of \$150,000 to provide for the Department's Participation in FDOT State Service Development Program funds for the Town of Bay Harbor Islands' On-Demand Service Connection. Enclosed is a copy of the proposed resolution and grant agreement.
6. **Consideration** and **Approval** of a resolution authorizing deposits and withdrawals of the Town Funds in certain accounts pursuant to the authority given under Chapter 655.043, Florida Statutes. Enclosed is a copy of the proposed resolution.
7. **Consideration** and **approval** for renewal of a Mutual Aid Agreement between the Bal Harbour Village Police Department and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement and Joint Declaration.

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

ORDINANCES ON SECOND READING:

8. **Consideration** and **Approval** of an ordinance on **second** 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 Resolution. Mayor Bruder seconded the motion and it passed by a unanimous poll vote.

9. **Consideration** and **Approval** of an ordinance on **second** 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

Frances Neuhut, of 9920 Broadview Terrace, referred to the matter of the salary previously approved for the Town Clerk. She suggested that funds be approved for lighting and ADA compliance.

Kathleen Kennedy, 9180 West Bay Harbor Drive, questioned the salary increase referenced in the budget amendment.

Ken Eskin, of 1013 93rd Street, spoke favorably about Bridget Morin.

PUBLIC COMMENT CLOSED

ACTION: Council Member Tricoche made a motion to approve the Ordinance on Second Reading. Mayor Bruder seconded the motion and it passed by a unanimous poll vote.

ORDINANCES ON FIRST READING:

10. **Consideration and approval** of an ordinance on **first** 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.**

Council Member Yaffe asked Town Planner Miller to explain his reasoning for recommending some of the requested modifications, and not a particular one, according to his Staff Report.

Town Planner Miller described the Gateway Zoning District with four properties, including #1 Kane Concourse, and the Town's regulations for these properties to have a 20-foot corridor for a pedestrian plaza. He explained that as a result of a request by #1 Kane Concourse to consider some modifications to the property to accommodate a restaurant on the site, followed by direction from the Town Council, an ordinance was drafted to address the requests. While most of the modifications could be handled administratively, an amendment to the Town Code was required for the setback reduction from Kane Concourse to the building. The approved Site Plan for the #1 Kane concourse project has the required pedestrian promenade, and the applicant requested permission to move the wall for the ground floor restaurant out closer to Kane Concourse, half of the distance, to 10 feet. He felt that it would be a mistake to cut the plaza in half, when the other two commercial properties have already built it. He suggested other options to open the door and have outdoor covering with weatherization. He recommended against the setback reduction and preferred for the Council to move forward with the ordinance for the clarity. He mentioned that the Code has to be written to address all the properties in the Gateway area, and other properties could make a similar request to move their wall out 10 feet with the code amendment.

Mayor Bruder asked Mr. Miller if the section pertaining to the setback reduction should be removed.

Mr. Miller responded that he would remove that section or modify it to be the weatherization option; and would not allow the main wall to move out that far. He stated that the Code must be written generically to cover all the Gateway sites, because the hotels could make a similar request.

Vice Mayor Fuller clarified that the Code amendment does not apply to the Grand Beach Hotel, because the language of the proposed ordinance states that "a ground level restaurant may extend..."; and the Grand Beach cannot have a restaurant. He explained that this provision runs with the land as part of the agreement for them to have the number of units they wanted.

Mr. Miller agreed.

Vice Mayor Fuller further stated that his main concern was indemnification to address liability close to the bridge, because of the additional 10 feet. He added that the ordinance as written seems to accommodate his request and provides the applicant for the restaurant with what they have requested, as well as allow for all properties in the Gateway to do what they need to do, if they fit the same category.

Council Member Reid stated that she did not have a problem with the information provided at the last meeting, because of the nature of the width of the waterway, and the fact that there are no additional residential units across the water. She suggested the

Code amendment be confined to East Bay Harbor properties, because she was concerned about too much outdoor activities and density being on West Bay Harbor.

Mr. Miller stated that he tried to draft the ordinance to the specific site because he thought it was unique with its commercial land use designation. And while the hotels in the Gateway are commercial, they have an underlying residential land use. However, he was cautioned by the Town Attorney to write the ordinance generically to cover all properties within the zoning district, to avoid spot zoning.

Council Member Reid explained her thought process to have different regulations for East Bay Harbor and West Bay Harbor, like the 75-foot height limit on East Bay Harbor versus the 65 feet on West Bay Harbor, which is not considered spot zoning.

Mayor Bruder concurred with comments by Council Member Reid; and spoke about the uniqueness of the property at #1 Kane Concourse.

Town Attorney Simone opined that the Council may want to consider giving all commercial establishments the same rights.

PUBLIC COMMENT:

Attorney Joseph S. Geller, Greenspoon Marder, LLP, 200 E. Broward Boulevard, Suite 1800 Fort Lauderdale, FL 33301, counsel for #1 Kane Concourse, stated that they did not have any objection, if the language in the ordinance was amended under Part E, Buildings Setbacks, Building Height to include “in a commercially zoned area”. He stated that the ordinance as written addressed the concern for an Indemnification and Hold Harmless letter to be furnished in a form acceptable to the Town Attorney, which they are happy to provide. He spoke about his understanding of the general width of the concrete for the promenade to be 8 feet, and of 10 feet still remaining on the property, with installation of some additional landscaping. He explained that this one property meets the underlying commercial requirements because of the prior nature of the property; and the others are residential. He believed that the ordinance as presented was appropriate; could be done in a way that doesn’t indicate other properties having the same right to do the same with the small amendment to the language that says, “only if it is in underlying commercial district, if desired,” would be helpful. He stated that the other properties don’t have restaurants and are not allowed to have them, even without the amendment.

Council Member Reid clarified her comments referring to the difference of the locations and proximity of the West Bay Harbor Drive properties that have different height zoning regulations. She added that the East Bay Harbor Drive properties are next to the bridge with no residences across the water in proximity; she would like to see an exclusion to care for the residents in that area should things change; and did not want to make zoning decisions based on exclusivity of restaurants.

Council Member Yaffe concurred with comments about not deciding based on the exclusivity of a restaurant. He stated that there was no guarantee of the success of the restaurant, and the Code was being changed to accommodate a restaurant that may or may not be successful. He expressed concern that the Code was being changed to accommodate one business. He stated that while he wanted to assist the business district with having a nice restaurant in town-attracting people to the town; he felt there was a negative connotation to the issue.

PUBLIC COMMENT

Kathleen Kennedy, 9180 West Bay Harbor Drive, agreed with having a Kosher hotel in town and expressed concern with issues of parking and underground flooding from developments.

Frances Neuhut, of 9920 West Broadview Drive, spoke about one property being left in the Gateway for development; the two that are already built out having flooding problems; limited parking; limitations on the Gateway properties; developments too hard on people and detrimental to the community; the Council not considering parking and flooding issues; and the need for the bridge to be replaced or widened.

Linda Zilber, 1235 95th Street, spoke in favor of the proposed ordinance.

PUBLIC COMMENT CLOSED

Council Member Leonard asked if Mr. Geller's comments regarding the slight amendment to the proposed ordinance was amenable to everyone.

Vice Mayor Fuller talked about the potential for spot zoning with reference to the four properties in the Gateway. He explained that one of the properties is owned by the Town; one is not allowed to make a similar request; and the one property that may create an issue has already been constructed, and he doesn't see it as a threat.

Council Member Reid stated that she did not have a problem with such projects being on East Bay Harbor Drive.

Council Member Bruder asked if there are any restrictions on the TRYP Hotel.

Vice Mayor Fuller explained that the TRYP Hotel cannot open a restaurant to the outside that would create a problem for residents, with noise and people speaking with the sound carrying across that short area of the water.

Council Member Salver stated that he was not comfortable with giving away 10 feet of right-of-way. He pointed out that the Town Planner recommended against passing provisions in the proposed ordinance. He believed spot zoning was an issue and was not in favor of voting on the ordinance with changes that the Town Planner recommended against. He noted that he did not support all the changes.

Vice Mayor Fuller stated that the ordinance as written, specifically addressed “expansion of a restaurant”. And since the Grand Beach cannot have a restaurant, it doesn’t affect them. The TRYP Hotel is the only one that would potentially have an issue, but they would only be allowed to do it internally; since they would not be able to create any additional noise for residents, because they are not permitted to open outside.

Council Member Salver requested a “true to scale image” of what the corridor is going to look like based on the changes that will be made. He thought a building next to the bridge, within 10 feet, that is going to be there forever would look bad and would have a tremendous impact.

Vice Mayor Fuller suggested the diagram be provided when the ordinance is presented for second reading.

Mr. Geller stated that the property belonged to his client, and the Town was not giving up 10 feet of property. He stated that the issue of the setback is important. However, the setback would only be seen from the bridge, and the ground floor is not terribly visible from the bridge, because the bridge is elevated.

Council Member Yaffe responded that the property is subject to the regulations of the Town’s Zoning Code.

Mr. Geller stated that they are amenable to providing the study that was requested by Council Member Salver before second reading on the ordinance. He stated that they are amenable to further amendments based on proximity to the bridge or concerning the east side property, as well. He believed that the ordinance amendment is not considered spot zoning.

Council Member Yaffe requested that the rendering for the project shows the east and west bound area, as to how the project will be situated on the property.

Council Member Salver asked that the rendering show both sides of the streets including the Grand Beach. He felt it would reveal disparity of how the Grand Beach site is developed versus what will be on the Tauber’s site, as the building will appear much closer to the bridge.

Council Member Tricoche asked if residents within 100 feet of the code change could be notified to obtain their feedback.

ACTION: Vice Mayor Fuller made a motion to approve the Ordinance on First Reading with the condition that the language be revised and renderings showing how the Grand Beach is situated on the property, East Bound and West Bound, including both sides of the streets be provided. Council Member Yaffe seconded the motion and it passed by a 6-1 poll vote, with Council Member Salver opposed.

DEFERRED ITEMS

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

11. **Approval and Ratification** of an agreement with Karen Villalba Design in the amount of \$22,800 for the graphic designs and art direction for the Town's branding. Enclosed is a copy of the proposal provided by Ms. Villalba.

Discussion ensued regarding moving forward with the project that commenced in 2020; changing the font so BHI is clearer; concerns that the Council had no participation in the process; the font being too close to Bal Harbor's; dislike of the font used; input from Council and public with three choices to choose from; dislike of the choice of focus; inclusion of mixtures of different pictures of Bay Harbor with families that reflect the Town's scene; removing redundancy of language; and including pictures of minorities.

Kathleen Kennedy, 9180 West Bay Harbor Drive, spoke about the branding of Bay Harbor Island (BHI) as being wonderful for developers and hotels. She spoke about the lack of marketing the Town and mentioned that there is no spotlight in front of the small "Welcome to Bay Harbor Island" sign.

Ms. Villalba will review the comments and concerns and bring the matter back before the Town Council. Ms. Villalba will be provided with the Minutes from the Town Council Retreat.

Council Member Salver made a motion to ratify the contract. Council Member Yaffe seconded the motion, and it passed by a unanimous poll vote.

12. **Approval and ratification** of an agreement with OpenGov in the amount of \$45,875 to provide integrated solutions for Budgeting and Planning, Operational Performance, and Citizen Engagement. Enclosed is a copy of the previous agreement and most recent quote.

ACTION: Council Member Yaffe made a motion to approve the agreement with OpenGov for \$45,875. Mayor Bruder seconded the motion, and it passed by a unanimous poll vote.

13. **Consideration and approval** of an agreement from TransCore in the amount of \$296,180.85 to update the hardware and software for the Broad Causeway Toll System. Enclosed is a copy of the proposed agreement and cost estimate for the upgrades.

Kathleen Kennedy, 9180 Kennedy Causeway, spoke about the bridge being one of the 10 worst in the United States and of continuous spending on a broken-down bridge, where residents are involved in traffic daily.

Town Manager Lasday explained issues with the bridge that are being worked on. She noted that some projects are in the planning stages to rectify some of those issues; and the bridge is being looked at to ensure problems do not continue.

Vice Mayor Fuller clarified that the \$296,180.85 expenditure is for the toll system, and not for the bridge itself. He explained that if the system fails and is not repaired, the Town will lose the revenue from it, meaning a loss of significant revenue for the Town, which would create a bigger problem.

Council Member Tricoche stated that a significant amount of money is being put aside each year to replace the bridge; and monies were budgeted for a study on the actual lifetime of the bridge, to adequately prepare for its replacement.

Mayor Bruder added that the Town Manager is seeking funding that might be available, in preparation for a new bridge.

ACTION: Mayor Bruder made a motion to approve the agreement with TransCore for \$296,180.85. Council Member Yaffe seconded the motion, and it passed by a unanimous poll vote.

14. **Consideration and approval** of an agreement from CivicPlus in the amount of \$25,898 to provide the CivicOptimize "Productivity" software package. The added module is an integrated solution for producing and publishing custom online forms and accepting payment that will seamlessly integrate with our website and financial software to provide a better user experience for our residents. Enclosed is a copy of the proposal from CivicPlus.

ACTION: Council Member Yaffe made a motion to approve the agreement with OpenGov for \$45,875. Vice Mayor Tricoche seconded the motion, and it passed by a unanimous poll vote.

15. **Consideration and Approval** of the 2021/2022 Budget Preparation Calendar. Enclosed is the proposed schedule provided by Finance Director Peter Kajokas.

Council Member Salver commended the Finance Director for providing the budget preparation calendar, which was not previously done.

All voted in favor of the 2021/2022 Budget Preparation Calendar.

DISCUSSION ITEMS:

- 16. Discussion and possible action** requested by Mayor Bruder to consider a 2% Cost of Living Adjustment (COLA) for all Town non-sworn employees and to establish a discretionary fund for the Town Manager.

Mayor Bruder presented a proposal for a Cost-of-Living Increase for the Town's non-sworn employees and a discretionary fund for the Town Manager. There was discussion as to the appropriateness of the Mayor putting forth such a request, rather than the Town Manager; purpose of discretionary fund to pay increase for Crossing Guards in an effort to retain and attract quality personnel; the Town Manager's authority to expend funds that are allocated in the budget without the Council's permission; recommendation for a 3% increase for general employees; the Town Manager's discretion to spend funds according to what's budgeted to retain employees; preparation of budget amendment as there were instructions from the Council not to issue raises to employees; explanation that Council was not issuing raises during COVID due to the uncertainty.

PUBLIC COMMENT

Kathleen Kennedy, 9180 West Bay Harbor drive, expressed support for a higher increase for Town employees, particularly the traffic guards and the public works employees.

PUBLIC COMMENT CLOSED

ACTION: Mayor Bruder made a motion to reverse the Council's direction at the beginning of COVID to freeze raises, and for the Town Manager to act as needed regarding raises. Council Member Salver seconded the motion, and it passed by a unanimous vote.

- 17. Discussion and possible action** requested by Council Member Leonard regarding a proposed Stop the Gun Violence Awareness Program for the Ruth K. Broad K-8 Center. Enclosed is the proposed draft plan and Powerpoint presented by Chief of Police Raul Diaz.

Council Member Leonard discussed his proposal for a gun safety program at the school and plans to have a class geared towards eight graders for one day at the end of this school year commencing in June. He noted that the Pilot Program is supported by Officer Lopez and the Town's Police Chief Diaz; as well as Miami-Dade County School District; at no cost to the Town and to the School Board.

Council Member Salver expressed his full support for the program; and he suggested Council Member Leonard reach out to the Children's Trust for grant funding through their Youth Prevention Program.

Council Member Reid thought the program was a wonderful idea; and she suggested that Gun Locks and Gun Safes with handprint access be part of the program to safeguard guns.

ACTION: Council Member Tricoche made a motion to approve the Pilot Program. Council Member Leonard seconded the motion, and it passed by a unanimous vote.

- 18. Discussion and possible action** with regards to a Business Tax Receipt issued to Smart Park, LLC to administer commercial parking operations in the B-1 Business District. The business owner ("Smart Park, LLC") specifically manages eleven (11) parking spaces located in the rear of the building located at 1035-1055 Kane Concourse. Enclosed is a copy of the Business Tax Receipt submittal and other documents.

Concerns were expressed about the operation of the parking program and its continuance. Issues were discussed such as insufficient signage on the property; failure to provide certain type of signage; revocation of the Business Tax Receipt (BTR); issuance of tickets to customers of tenants who parked on the lot; requirement not to boot vehicles; numerous complaints from tenants on the ground floor; suggestion for 30-day parking waiver and grace period with no charge, the concept of this type of parking system not working for the residents of the Town; and implications for revoking the BTR now.

Town Attorney Simone opined that the BTR could be revoked, among other things, based upon the Council's lack of having an informed decision because the contract provided by Smart Park was so heavily redacted.

ACTION: Council Member Yaffe made a motion to revoke the Business Tax Receipt to Smart Park, LLC. Council Member Tricoche seconded the motion, and it passed by a unanimous poll vote.

Brandon Little and Teddy Schule, counsel and owners of Smart Park, Inc, argued that the company complied with the regulations that were required by the Town.

PUBLIC COMMENT

Frances Neuhut, 9180 West Bay Harbor Drive, asked if the Town has plans to build a parking garage in the area, to resolve the parking issues.

PUBLIC COMMENT CLOSED

ADJOURNMENT

There being no further business to address the meeting was adjourned at 10:30 P.M.

MAYOR

ATTEST

TOWN CLERK

DRAFT

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A VIRTUAL SPECIAL COUNCIL MEETING

A Virtual Special Meeting of the Town Council was held on Monday, March 22nd, 2021 at 6:04 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 Elizabeth Tricoche Council Member Robert Yaffe

Item 1. Discussion and possible action of the proposals received in response to the Request for Proposals (RFP) for professional Legal Services. Enclosed are copies of the proposals submitted on the recent RFP for professional legal services with the firms' presentations, including public questions.

The Council heard presentations from each of the below mentioned firms.

Council Member Reid posed questions to all the firms about their willingness to negotiate a lesser price and whether they had any conflict.

Mr. John J. Quick

Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, FL 33134

Mr. Quick responded that there was no conflict of interest, which would cause the firm to refrain from representing the Town. He stated that they would assist the clients in retaining the best outside counsel, if there were any conflicts.

Gary Carman

GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Mr. Carman stated that he would be willing to negotiate a lower price, if chosen; and that he was not aware of any conflicts with municipalities in Miami-Dade County.

Council Member Yaffe asked Mr. Carman if he would be the designated Town Attorney. He answered yes; and stated that Julia Mandell would be his backup.

Council Member Reid asked about the firm's representation of a developer in Bay Harbor Islands.

Mr. Berman responded that their Conflict Committee had determined the RFP was not employment of the firm at this point. And if he became the Town Attorney, he would not take on any private matters that would come before the Town.

Vice Mayor Fuller expressed concern about the cost to the Town for the selected firm to update itself on the FAA matter, as appeals have already been filed in the 11th Circuit Court.

Mr. Carman stated that the firm has proposed a reduction of fees to the Town, with respect to normal rates; and representation for education and getting up to date on litigation would be at the firm's own cost.

Frank C. Simone, Esq.
701 Brickell Avenue, Suite 1550
Miami, Florida 33131

Mr. Simone stated that he represents no other municipalities; and there are no conflicts. He reminded the Town Council that his cost to the Town for last year was \$100,000 underbudget, which will continue as such.

Council Member Reid questioned Mr. Simone about not providing outside counsel for this meeting, since he was an applicant and had also submitted his letter of resignation as Town Attorney.

Mr. Simone explained that he had requested a decision on the Town Attorney RFP matter (that was put out in May) from the Town Council at several meetings, because he and Mr. Cunnill have other things they can do. And as much as he would have loved to continue to be the Town Attorney, he could not be in abeyance forever. Therefore, he submitted his letter of resignation because he needed direction. He further stated that he was still the Town Attorney and could advise the Town as such.

Gretchen R. H. ("Becky") Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

Mrs. Vose mentioned the firm's involvement in FAA matters and of their qualification to represent the Town in that matter. She stated that their proposed flat fee included litigation cost. She added that there were no conflicts; and the firm did not currently represent any local governments in Miami-Dade County.

Council Member Reid asked Mrs. Vose about the firm's lack of familiarity with local government and with the different features of Miami-Dade County. Mrs. Vose responded that attorneys from the firm are located all over Florida.

Joseph S. Geller, Esq.
Greenspoon Marder
200 East Broward Boulevard, Suite 1800
Ft. Lauderdale, FL 33301

Regarding conflict of interest, Joseph Geller stated that if chosen as the Town Attorney, the firm would withdraw from representing the Town in the matter of One Kane Concourse, whom he now represents. They would obtain outside counsel at their own cost; and would not take on any other matter with that client.

Vice Mayor Fuller referred to the proposed fees and asked about the cost to catch up on the FAA litigation matter.

Mr. Geller responded that coming up to speed, representation to read briefs, and to look at everything pertaining to the FAA matter will not be at the Town's expense. He thought it best for the Town to have a lobbying approach for the FAA matter with a specialist in FAA and its guidelines, and share the cost with other municipalities, who are affected by the FAA pattern.

Council Member Reid asked Mr. Geller about representation of his Bay Harbor Islands client, in his stepping back and representing the Town.

Mr. Geller stated that he would recuse himself from representing the Town, as he could not be called to represent the Town who had been his client fairly and partially. He stated that a substitute council would be obtained at his expense.

Robert L. Switkes, P.A.
Switkes & Zappala, P.A.
407 Lincoln Road
Penthouse Southeast
Miami Beach, FL 33139

Mr. Switkes responded that he did not have conflicts between municipalities. He stated that he had read and researched FAA cases; would be more than willing to get involved; and would not charge for getting up to speed on the matter.

PUBLIC COMMENT

Frances Neuhut, 9920 W. Broadview Drive, spoke about the importance of having a Certified Lawyer.

PUBLIC COMMENT CLOSED

Council Member Reid suggested that the list be narrowed to three (3) out of seven (7) candidates.

It was the consensus of the Town Council to narrow the list of Town Attorney candidates to the three (3) top ranked firms.

Council Member Reid asked the other council members about their thoughts on narrowing the seven (7) firms to five (5).

Council Member Salver stated that he was humbled by firms' quality of attorneys and of their presentations that have exceeded his expectation. He believed that any of the firms could handle any type of problem or litigation that may come up.

Vice Mayor Fuller asked for clarification as to whether Council Member Reid meant to narrow the firms down to three (3) and still have three (3) at the end of the night.

Council Member Leonard suggested that the appointment of a Town Attorney should be at the next Council Meeting since election is so close and will result in one new Council Member.

Vice Mayor Fuller stated that it was time to decide for a new Town Attorney to start next month, since the current Town Attorney will be leaving at the end of March.

Council Member Reid commented that election candidates could have logged into the meeting and share their ideas. She felt it inappropriate to postpone the decision in her term, making her unable to vote for the Town Attorney.

Vice Mayor Fuller pointed out that one of the candidates was participating in the meeting.

Council Member Salver stated his preference for a decision to be made now with experienced and dedicated Council Members.

Council Member Yaffe stated that Council Member Reid is within term and voting for three (3) candidates and ranking them should proceed.

Council Member Leonard stated for the record that after consulting with the Miami-Dade County Ethics Commission, he received an opinion in February that he did not have a conflict of interest in voting on this matter, because of his relationship with one of the firms, and of his candidacy for the Florida House of Representatives.

It was the consensus of the Town Council to pick three (3) firms and ranked them.

The votes were as follow:

Mayor Bruder – Greenspoon Marder, Frank Simone, Weiss Serota

Vice Mayor Fuller – Frank Simone, Greenspoon Marder, Gray Robinson

Council Member Leonard – Greenspoon Marder, Frank Simone, Weiss Serota

Council Member Reid – Switkes & Zappala, Weiss Serota, Vose Law Firm

Council Member Salver – Gray Robinson, Weiss Serota, Greenspoon Marder
Council Member Tricoche – Vose Law Firm, Weiss Serota, Gray Robinson
Council Member Yaffe – Frank Simone, Greenspoon Marder, Weiss Serota

Vice Mayor Fuller stated that Weiss Serota is an excellent firm with wonderful attorneys; however, he did not believe there is a waiver of conflict; as there will always be a conflict due to representation of too many neighboring cities. He believed they will have a conflict, if selected.

Counsel for Weiss Serota, Brett Schneider stated that the firm has never had a conflict.

Vice Mayor Fuller stated that he was less comfortable with general matters, but the FAA matter will affect one town more than the other; and would have a conflict.

It was the consensus of the Council to pick the top two (2) candidates. The results were as follow:

Mayor Bruder– Frank Simone, Greenspoon Marder
Vice Mayor Fuller – Frank Simone, Greenspoon Marder
Council Member Leonard – Frank Simone, Greenspoon Marder
Council Member Reid – Weiss Serota
Council Member Salver – Weiss Serota, Greenspoon Marder
Council Member Tricoche – Weiss Serota
Council Member Yaffe – Frank Simone, Greenspoon Marder

It was the consensus of the Council to pick the number one firm. The results were as follow:

Mayor Bruder – Greenspoon Marder
Vice Mayor Fuller – Frank Simone
Council Member Leonard – Greenspoon Marder
Council Member Reid – Greenspoon Marder
Council Member Salver – Greenspoon Marder
Council Member Tricoche – Frank Simone
Council Member Yaffe – Greenspoon Marder

ACTION: Vice Mayor Fuller made a motion to appoint Joseph Geller of Greenspoon Marder, LLC as the Town Attorney. Council Member Salver seconded the motion, and it passed by a unanimous vote.

Discussion regarding Block 11:

- The need for a Special Council Meeting to discuss the Block 11 matter.
- Dr. Wittels advice that he will not allow access to the parking lot after March 31st.

- Consequences of not having leases resulting in property owners trying to lease the spaces on their own; others trying to extract something from the Town because the alley is on the property that belongs to the property owners.
- Options to keep the alleyway open according to Town Attorney: entering back into the lease agreements so that the Town can traverse the alley; seek a determination by the court that the other property owners have the right; or by eminent domain.
- Request a two-week extension, beyond March 31st, from Dr. Wittels until the Town Council can meet.
- Mr. Wittels alleged concern with liability from people traversing his property.
- Council's decision to address the Block 11 issue rather than the Block 11 Committee, because the matter greatly affects the Town.
- The Shermans' request to continue until the next Council Meeting, at which time they will provide a solution.
- Whether there is now a different option than previously stated to not continue with the lease agreements, which could result in the potential outcome of closing the alleyway for several different reasons.
- The possibility of using a prescriptive easement. Difficulty in arguing for a prescriptive easement considering the Town has entered into leases with certain persons for decades. A more successful argument would be concerning the access for all various property owners.

Council Member Salver reminded the Council that the matter was not on the agenda, and that the issue at hand was whether the Council wanted to have a meeting to address the Block 11 issue. He asked if the Block 11 committee could handle the matter.

It was the consensus of the Town Council for Town Manager Lasday to meet with Dr. Wittels to obtain a two-week extension and for the Town Clerk to poll the Council Members for a Special Meeting prior to the Regular Council Meeting to address the Block 11 matter.

Vice Mayor Fuller asked if Mr. Wittels had been approached about the possibility of extending the agreement for two weeks, beyond March 31st, until the Town Council meet.

At this time, the Town Clerk inquired about the venue for holding future Council Meetings. It was the consensus of the Council Members to continue with the meetings at the park.

There being no further business to discuss the meeting was adjourned at 7:10 p.m.

MAYOR

ATTEST

TOWN CLERK

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A VIRTUAL SPECIAL COUNCIL MEETING

A Virtual Meeting of the Town Council was held on Wednesday, April 14th, 2021 at 6:00 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 Elizabeth Tricoche

Council Member Robert Yaffe

1. **Acceptance of the Certification of Elections presented by the Town Clerk as Supervisor of Elections and Canvassing Board Member.**

Town Clerk Chang explained that Stephanie Bruder and Molly Winter Diallo were elected to the two vacant Council Offices unopposed, due to the withdrawal of candidate Alan Bechik.

ACTION: Council Member Leonard made a motion to accept the results of the April 6, 2021, election of Stephanie Bruder and Molly Winters Diallo as Council Members. Council Member Yaffe seconded the motion, and it passed by a unanimous vote.

2. **Administration of Oath of Office to the newly elected Council Members. The Oath of Office will be administered by Town Clerk, Alba L. Chang.**

Town Clerk Chang administered the Oaths of Office to Council Members Stephanie Bruder and Molly Winters Diallo.

3. **Distribution of Annual Salaries to the Town Council.**

The Council reached a consensus to donate their annual salaries to the Ruth K. Broad K-8 Center Parent Teacher Association (PTA).

4. **Selection of a Mayor by the Town Council. Selection of a Vice Mayor by the Town Council.**

ACTION: Council Member Leonard made a motion to select Joshua Fuller as Mayor. Council Member Yaffe seconded the motion, and it passed by a unanimous vote.

ACTION: Council Member Bruder made a motion to select Elizabeth Tricoche as Vice Mayor. Council Member Leonard seconded the motion, and it passed by a unanimous vote.

5. **Administration of Oaths of Office to the Mayor and Vice Mayor. These oaths will be administered by Town Clerk, Alba L. Chang.**

Town Clerk Chang administered the Oaths of Office to Mayor Joshua Fuller and Vice Mayor Elizabeth Tricoche.

6. **Consideration and Approval of a Resolution re-appointing the Town Clerk and appointing a Deputy Town Clerk. Enclosed is a copy of the proposed resolution.**

ACTION: Council Member Bruder made a motion to approve the Resolution. Mayor Joshua Fuller seconded the motion, and it passed by a unanimous vote.

7. **Consideration and Approval of a Resolution appointing the Town Attorney and Assistant Town Attorneys. Enclosed is a copy of the proposed resolution.**

Miami Shores Village Attorney Richard Serafin served as Special Counsel on this matter, as Joseph Geller recused himself. There was a revision to the Resolution to replace “one year period” with “for that period, unless terminated sooner according to law”.

ACTION: Council Member Yaffe made a motion to approve the Resolution as revised. Council Member Salver seconded the motion, and it passed by a unanimous vote.

8. **Administration of oaths of office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorneys. These oaths will be administered by the Town Mayor.**

Town Attorney Geller informed the Council that Assistant Town Attorney James Rauh had a conflict with the date and was unable to attend tonight’s meeting.

Mayor Joshua Fuller administered the Oaths of Office to Town Clerk Alba L. Chang and Town Attorney Joseph S. Geller.

ADJOURNMENT:

There being no further business to discuss , the meeting was adjourned at 6:20 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Virtual Public Hearing of the Town Council was held on Wednesday, April 14th, 2021 at 6:04 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Elizabeth Tricoche

Council Member Kelly Reid

Council Member Molly Diallo

Council Member Jordan Leonard

Council Member Isaac Salver

Council Member Robert Yaffe

1. **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's request and staff report provided by Town Planner Michael Miller.**
2. **Consideration and Approval of a resolution designating a Brownfield Area for the property located 1000 Kane Concourse, Bay Harbor Islands, Florida 33154, pursuant to Section 376.80(2)(c), Florida Statutes. Enclosed is a copy of the proposed resolution.**

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.

Brett Brumund, Goldstein Environmental Law Firm, 2100 Ponce de Leon, Coral Gables, FL 33134, was present on behalf of the applicant CBS Realty Holding, LLC. He stated that he had provided a revised eligibility statement to more accurately state the scope of the economic productivity to be generated in the construction phase of the project and had submitted information on the owner entity and its corporate structure, based on questions raised at the March 10th Council Meeting by Mayor Fuller and Council Member Salver.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, addressed the Council during the Public Hearing.

PUBLIC COMMENT CLOSED

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

There being no further business to discuss the meeting was adjourned at 6:32 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Virtual Meeting of the Town Council was held on Wednesday, April 14th, 2021, at 6:30 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua Fuller	
Vice Mayor Elizabeth Tricoche	Council Member Elizabeth Bruder
Council Member Molly Diallo	Council Member Jordan Leonard
Council Member Isaac Silver	Council Member Robert Yaffe

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Mayor Fuller pulled Item 5 from the Consent Agenda because it did not appear reasonable for the Town to lease the vehicle, based on the financing numbers. Staff will explore the feasibility of financing versus purchasing the vehicle and bring back the item at the next meeting.

TOWN MANAGER'S REPORT:

- The Town will receive \$2,434,347 from the American Rescue Plan COVID-19 Relief Funds, with the first payment expected by the middle of May.
- Officers Paul Rogers and Jasmine Vasquez joined the Police Department.
- A Town Engineer has been hired and will commence employment on April 26th.

Mayor Fuller commended the Town Manager for her work, and suggested she be allowed to work remotely on Fridays, as long as the Assistant Town Manager covered Town Hall. The other members of the Council concurred.

Council Member Bruder thanked her fellow council members for allowing her to serve as Mayor for the past three (3) years. She thanked staff for their work and congratulated newly appointed Mayor Fuller and Vice Mayor Tricoche. She mentioned the Summer Camp to be held at the school. She urged people to drive carefully with the kids being out of school. Council Member Bruder further requested that speed bumps be tested on a couple of streets, including East Broadview Drive.

Vice Mayor Tricoche suggested that the speed bumps be tested around 98th and 92nd Streets Parks and/or near the school, where there is a concentration of people. She also requested that the green striping down 98th Street or around the parks be extended as an additional safety component.

Council Member Diallo thanked the Council for welcoming her; mentioned that it is an honor to serve the community; and stated that she was looking forward to working with other Council Members and staff. She congratulated the new Mayor and Vice Mayor.

Council Member Leonard congratulated Mayor Joshua Fuller, Vice Mayor Tricoche, and Council Member Diallo. He further thanked Council Member Bruder for her services as Mayor, especially during a very difficult time.

Council Member Tricoche thanked former Mayor Bruder and Vice Mayor Fuller for their efforts during an extremely difficult few years. She thanked Council Member Bruder for stepping into the very challenging role of Mayor, which she handled with a level of grace. She spoke about the dynamic changes that occurred in the Town. She also thanked staff for their time and energy.

Council Member Yaffe congratulated and welcomed Council Member Diallo as a new member of the Town Council. He thanked Council Member Bruder for her services as Mayor; congratulated Fuller and Tricoche as Mayor and Vice Mayor respectively. He commended staff for receiving 100% of the CARES Act funding, which was recognized at the Miami-Dade County League of Cities, as one of the few cities that did. He also welcomed the new Town Attorney, Joseph Geller.

Council Member Salver Congratulated Council Member Diallo on her election and Council Member Bruder on her re-election. He further congratulated newly appointed Mayor Fuller and Vice Mayor Tricoche. He welcomed new Town Attorney Joseph Geller.

At this time, Mayor Fuller announced that the meeting will be continued to a different date since the meeting was not published. He explained that the link on the website was correct; however, the ID that was published for the Zoom Meeting was incorrect, which resulted in people not being able to sign in manually to enter the Zoom Meeting.

ADJOURNMENT

The meeting adjourned at 7:15 P.M.

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.)*

1. **Approval** of the following Meeting Minutes:
 - a. September 14, 2020 - Public Hearing
 - b. September 14, 2020 - Regular Council Meeting
 - c. October 13, 2020 - Regular Council Meeting
 - d. January 13, 2021 - Regular Council Meeting
 - e. January 25, 2021 - Special Council Meeting
2. **Consideration** and **Approval** of a resolution requested by Council Member Leonard recognizing and commending Hatzalah of Miami Dade County for providing outstanding public service within the Town and Miami Dade County via its volunteer response services. Enclosed is a copy of the proposed resolution.
3. **Consideration** and **approval** to piggyback off a rental contract with United Rentals through Sourcewell in the amount of \$27,000 to provide on-site back-up Emergency generator for Town Hall electrical system in preparation of the upcoming Hurricane Season, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the contract and other supporting documents.
4. **Consideration** and **Approval** to piggyback off the Miami Parking Authority contract with Pay-by-Phone for the wireless application and payment processing for all metered parking and other parking facilities owned by the Town, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the agreement with Miami Parking Authority and other supporting documents.
5. **Consideration** and **approval** to piggyback off a contract with Sourcewell for a five-year lease agreement with Enterprise Fleet Management in the amount of \$950.31 per month or \$11,403.72 per year, pursuant to Section 2-1.2(6) of the Town Code. Please find attached the Open-end (Equity) Lease Quote and the original executed contract agreement with Enterprise.
6. **Consideration** and **approval** to re-appropriate a \$258,000.00 carryforward from FY 2019-2020, to FY 2020-2021 to cover cost of CIPP T-Liner work performed in this fiscal year. Additional information attached.

ORDINANCES ON SECOND READING:

7. **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.

ORDINANCES ON FIRST READING:

8. **Consideration** and **Approval** of an ordinance on **first** reading amending Chapter 9 of the Town Code updating the solid waste schedule of fees. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION, BY AMMENDING SECTION 9-38 ENTITLED SCHEDULE OF FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

DEFERRED ITEMS:

9. **Consideration and Approval** of the 2020-2023 Collective Bargaining Agreement between the Town and the Dade County Police Benevolent Association, Inc. (PBA). Enclosed is a copy of the Collective Bargaining Agreement.

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

10. **Consideration and Approval** of a request by Miami Dade County League of Cities to designate a Director and an alternate Director to serve on the Board of Directors for a period of one year. Enclosed is a copy of the request by Miami Dade County League of Cities.

STAFF RECOMMENDATION: Council Discretion

11. **Consideration and appointment** of one (1) Council Member to the Board of Trustees/Retirement Board.

STAFF RECOMMENDATION: Council Discretion

12. **Consideration and Approval** of the Town's Fiscal Year 2021-2022 Strategic Plan. Enclosed is a copy of the proposed Strategic Plan.

STAFF RECOMMENDATION: Approval

13. **Consideration and Approval** to piggyback off a General Services Administration contract with Samsara to purchase an Automatic Vehicle Locating Service (AVL) in the amount of \$27,270.14 to service fifty (50) Town owned vehicles pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a Memorandum provided by Chief Raul Diaz and other supporting documents.

14. **Consideration and Approval** of a public Transfer of Development Rights (TDR) transaction for fifteen (15) dwelling units from the Town to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans, and supporting documents.

STAFF RECOMMENDATION: Approval

DISCUSSION ITEMS:

15. **Discussion** requested by Mayor Bruder regarding the preliminary changes to the flood elevation requirements provided by the Federal Emergency Management Agency (FEMA). Enclosed are the proposed flood maps and other supporting documents.
16. **Discussion and possible action** requested by Mayor Bruder regarding the 2021 Meetings Calendar and deadlines. Enclosed are the Meeting Dates and Deadlines for 2021.

17. **Discussion** requested by Council Member Leonard on the feasibility of converting the overhead electrical distribution system within the Town to an underground system. Enclosed is a copy of the preliminary estimate provided by Florida Power & Light (FP&L).
18. **Discussion** requested by Council Member Yaffe regarding the hours of operation for the Town parks. Enclosed is a copy of the Ordinance No. 1048 as it relates to the park hours.
19. **Discussion** and **possible action** concerning Block 11, including but not limited to parking leases, private parking, and possible easement to traverse the alley. Enclosed is a detailed map of the Block 11 parking area and other supporting documents.
 - A. **Discussion** and **possible action** of a request from Bay Harbor Executives Office, Inc. regarding the Smart Park, LLC Business Tax Receipt revocation for management of the parking spaces, specifically located behind the property at 1025-1045 Kane Concourse.
 - B. **Discussion** and **possible action** of a request from Smart Park, LLC for a Business Tax Receipt to administer commercial parking operation in the B-1 Business District, more specifically located in Block 11. The applicant specifically requests approval to manage fifteen (15) parking spaces for Hippo Land, Inc. for the property located at 1067-1085 Kane Concourse. Enclosed is a copy of the Business Tax Receipt Application and other documents.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 2.

ITEM: Consideration and Approval of a resolution requested by Council Member Leonard urging President Joseph Biden and the United States Congress to condemn the Cuban Government's handling of the protests and to take any and all actions necessary to support the Cuban people in their call for freedom and relief from Cuba's socialist and communist regime. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution sponsored by Council Member Leonard and urges President Joseph Biden and his administration to take any and all actions necessary to assist the Cuban people in their struggle for freedom and basic needs, including food, and access to life-saving healthcare inclusive of vaccines for Coronavirus Disease 2019 (COVID-19), by various avenues, including, but not limited to, by maintaining and strengthening economic sanctions, by publicly denouncing the Cuban dictatorship for its violence against the Cuban people, by recognizing the pro-democracy movement's efforts on behalf of democracy, by using all available technology to allow the free flow of information in and out of Cuba, by diplomatic intervention, and by coordinating an international effort for humanitarian aid and support toward a democratic transition.

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. Final-Resolution Condemning Cuban Government

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, URGING PRESIDENT JOSEPH R. BIDEN, JR. AND THE BIDEN ADMINISTRATION TO CONDEMN THE CUBAN GOVERNMENT'S HANDLING OF THE PROTESTS, AND SUPPORT THE CUBAN PEOPLE IN THEIR STRUGGLE FOR FREEDOM AND BASIC NEEDS BY VARIOUS AVENUES, INCLUDING BY MAINTAINING AND STRENGTHENING ECONOMIC SANCTIONS, BY PUBLICLY DENOUNCING THE CUBAN DICTATORSHIP FOR ITS VIOLENCE AGAINST THE CUBAN PEOPLE, BY RECOGNIZING THE PRO-DEMOCRACY MOVEMENT'S EFFORTS ON BEHALF OF DEMOCRACY, BY USING ALL AVAILABLE TECHNOLOGY TO ALLOW THE FREE FLOW OF INFORMATION IN AND OUT OF CUBA, BY DIPLOMATIC INTERVENTION, AND BY COORDINATING AN INTERNATIONAL EFFORT FOR HUMANITARIAN AID AND SUPPORT TOWARD A DEMOCRATIC TRANSITION; SETTING AN EFFECTIVE DATE.

WHEREAS, for over 60 years, the Cuban people have suffered under a Communist dictatorship that has systematically denied the Cuban people their most basic human rights and fundamental freedoms; and

WHEREAS the Cuban Communist regime continues to try and repress communications and pleas for help from the Cuban people, with The Associated Press reporting that authorities have blocked social media sites in an apparent effort to stop the flow of information into, out of, and within Cuba; and

WHEREAS, the Cuban Communist regime is also stifling freedom of expression by violently attacking, arresting, and imprisoning peaceful protestors and critics of the government; and

WHEREAS, the Cuban Communist regime is brutally beating and arresting the Cuban people for demanding basic freedoms and human needs; and

WHEREAS, despite serious risks to personal health and safety, the Cuban people have mobilized on an unprecedented scale to protest the Cuban Communist regime in cities across Cuba; and

WHEREAS, the widespread protests are not only sounding the alarm regarding the dire situation affecting the Cuban people, but also calling—on a scale never seen before—for freedom and for an end to the oppressive Communist regime that has tyrannized the Cuban people for more than half a century; and

WHEREAS, these protests present a historic opportunity to create change in the governance of the Cuban people, as Cubans demand freedom and shout for “Patria y Vida”— homeland and life—a chant that turns a well-known Cuban Communist slogan on its head; and

WHEREAS, the Cuban people are also experiencing severe food shortages and hunger; and

WHEREAS, the global health pandemic caused by Coronavirus Disease 2019 (COVID- 19) has starkly laid bare the failures of the Cuban Communist regime; and

WHEREAS, a recent spike in COVID-19 infections in Cuba has led to the collapse of medical systems as already-scarce resources are stretched to the brink; and

WHEREAS, the Town Council has consistently condemned Cuba and its dictatorial regime for any denial of human rights protections and freedom of expression; and

WHEREAS, the Town Council wholeheartedly supports all efforts to bring about democratic reform in Cuba, and stands in solidarity with the Cuban people; and

WHEREAS, the Town Council urges President Joseph R. Biden, Jr., and the Biden Administration to support the Cuban people as they struggle for and demand freedom and basic needs,

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE COUNTY, FLORIDA:

Section 1. Urges President Joseph R. Biden, Jr., and his administration to condemn the Cuban government’s handling of the protests, and support the Cuban people in their struggle for freedom and basic needs, including food, and access to life-saving healthcare inclusive of vaccines for Coronavirus Disease 2019 (COVID-19), by various avenues, including, but not limited to, by maintaining and strengthening economic sanctions, by publicly denouncing the Cuban dictatorship for its violence against the Cuban people, by recognizing the pro-democracy movement’s efforts on behalf of democracy, by using all available technology to allow the free flow of information in and out of Cuba, by diplomatic intervention, and by coordinating an international effort for humanitarian aid and support toward a democratic transition.

Section 2. Directs the Town Clerk to transmit a certified copy of this Resolution to the President of the United States, to the Members of the Florida Congressional Delegation, and to the Secretary of the United States Department of State.

Section 3. Urges the County’s federal lobbyists to advocate for the action set forth in section 1 above and urges the Office of Intergovernmental Affairs to: (a) amend the 2021 Federal Legislative Package to include this item; and (b) include this item in the 2022 Federal Legislative Package when it is presented to the Board of County Commission.

PASSED AND ADOPTED by the Town Council of the Town of Bay Harbor Islands, Florida this 10th day of August 2021.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a request by Council Member Leonard to purchase a sponsorship package in the amount of \$2,500 for attendance at The Save Dade 2021 Champions of Equality Gala to be held on September 23, 2021. Enclosed is a copy of the event sponsorship packages.

DESCRIPTION:

The annual event honors Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) allies and activists. Proceeds from the event will directly support SAVE's mission to promote, protect, and defend equality for people in South Florida, who are lesbian, gay, bisexual, transgender, and queer. The event will be held at the New World Center, Miami Beach on September 23, 2021 at 7:00 P.M. The \$2,500 sponsorship package includes networking opportunity with honorees and sponsors; tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event; as well as 2 tickets to the event.

Enclosed is a copy of the sponsorship packages.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
SAVE Dade 2021	8/11/2021	\$2,500.00	0015110.400049.000		\$15,850.00

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

ATTACHMENTS

1. The SAVE Champions of Equality Gala-Sponsorship Package



CHAMPIONS OF EQUALITY

GALA

2021 SPONSORSHIP OPPORTUNITIES

SEPTEMBER 23RD AT 7:00 PM
NEW WORLD CENTER, MIAMI BEACH





SAVE is recognized as South Florida's longest serving organization dedicated to protecting people who are lesbian, gay, bisexual, transgender, and queer (LGBTQ) against discrimination. Since 1993, SAVE has advocated for equal rights for persons of all sexual orientations and gender identities. The SAVE Foundation pushes for equal rights and lays the educational groundwork to help raise awareness to cause change in society. We accomplish this through grassroots action focused on:

- Government Relations & Advocacy – working to promote local, state, and federal policy change by building relationships with public service leaders and through community consensus.
- Community Outreach – changing hearts and minds by educating the people of South Florida about LGBTQ issues.

OUR MISSION

SAVE's mission is to promote, protect and defend equality for people in South Florida who are lesbian, gay, bisexual and transgender.

OUR VISION

Our vision is a community where people who are lesbian, gay, bisexual, and transgender have full equality in all facets of life.

OUR VALUES

In carrying out our mission and realizing our vision, we:

- Are accountable to our donors, our volunteers, and the LGBTQ community, serving as good stewards of their money, time, and civil rights as we work towards the justice we deserve.
- Promote honesty about who we are as individuals and as a community, and in the face of adversity, set a civil tone in conversations aimed at changing hearts and minds.
- Empower individuals to volunteer to effect change and remain proactive in the defense of their own rights.
- Remain committed to our community and connected to one another.
- Value effectiveness, and continually self-assess to implement best practices in achieving our goals and measuring our success.



Dear Equality Supporter,

We invite your organization to support the work of the SAVE Foundation in our mission to promote, protect, and defend equality for the lesbian, gay, bisexual, and transgender community in South Florida. This year brings with it many challenges and opportunities as we emerge from a tough experience in 2020 where we suffered great losses due to the COVID-19 pandemic as well as lost opportunities to engage with one another at community events.

Last year, we were laser focused on rebuilding SAVE's community engagement capacity. Despite the public health crisis and unrelenting hate and bigotry aimed at our community, we were able to recruit and field a strong cohort of volunteers. By holding our heads high and doing the work for which we are best known, our field program was reborn with great gusto – and it will fuel our efforts moving forward.

In recent years, the LGBTQ movement nationwide and locally has achieved some of its greatest victories, such as the passage of comprehensive nondiscrimination protections in Miami-Dade County, as well as court victories, namely, SAVE's 2014 marriage-equality case in Florida and in the United State Supreme Court in 2015. And most recently in June 2020, the U.S. Supreme Court ruled that the 1964 Civil Rights Act protects gay, lesbian, and transgender employees from discrimination based on sex. The decision made clear that discrimination of LGBT people is barred by the language in the 1964 law that bans discrimination in employment based on race, religion, national origin, or sex.

However, in response to these advances, the LGBTQ equality movement has come under some of the fiercest backlashes in its history. Amid widely publicized resistance to marriage equality, SAVE fought back repeated attempts by Florida lawmakers to pass anti-LGBTQ bills during our legislative sessions, including a proposal that would criminalize the use of restrooms by transgender Floridians, as well as another piece of proposed legislation that would legally sanction discrimination against

LGBTQ Floridians. Moreover, in late 2020 the U.S. Court of Appeals for the 11th Circuit struck down bans on conversion therapy in the case of *Otto v. City of Boca Raton*. The sham practice of conversion therapy continues to be a focus of our work to educate the public on the harm it does to young adults.

Our work remains at the local, state, and national level by building upon our 25-plus year history. SAVE will focus on laying the educational groundwork that leads to policy change for the LGBTQ community in South Florida and across the state.

Enclosed is a list of events available for sponsorship this year, as well as the corresponding benefits that can only be realized with your support. Sponsoring the work of SAVE provides significant brand exposure for your organization among **South Florida's LGBTQ community – which boasts a purchasing power estimated at \$8 billion and \$700 billion nationwide**, according to the market research firm Witeck Communications.

Our sponsorship packages feature a myriad of impactful ways by which you may align your brand with the LGBTQ community, via the following channels:

- Spotlight in SAVE's monthly newsletter (circ. 20,000+)
- Logo recognition in e-mail newsletter (circ. 20,000+), Facebook/Instagram (approx. 12,000 followers/friends), and website (approx. 50,000 hits per month) for 1 year

We look forward to working with you and your team in customizing the best fit for your organization's brand and philanthropic interests.

Warm regards,



Orlando

Orlando Gonzales
Executive Director, SAVE
SAVE Inc & SAVE Foundation



Champions of Equality, June 2019

THE SAVE CHAMPIONS OF EQUALITY GALA

ANNUALLY IN SEPTEMBER

SAVE established the Champions of Equality awards reception in 2005 to honor individuals who have significantly advanced the cause of equality for the LGBTQ community in South Florida.

THE SAVE CHAMPIONS OF EQUALITY GALA

ESTIMATED PARTICIPATION: 450-500 GUESTS

DATE: SEPTEMBER 2021



PROGRAM DESCRIPTION:

SAVE's Champion of Equality brings together several hundred, political, civic, and community leaders from throughout South Florida who stand for fairness and equality for LGBTQ people.

The 2021 Champions of Equality Awards reception is gearing up to re-emerge after the 2020 virtual gala's success. We are planning a safe and modest assemblies of luminaries in South Florida.

It would be an honor to work with your organization and to position your brand front-and-center before this important gathering of community movers and shakers. We invite your business to sponsor the Champions of Equality Awards, where your business will have significant brand exposure among many of South Florida's most influential thought leaders and decision-makers.

Over the years, scores of prominent firms have proudly sponsored this event including, as the AIDS Healthcare Foundation, Akerman, Bacardi, Baptist Health, Bilzin Sumberg, Greenberg Traurig, Holland & Knight, JPMorgan Chase, MetLife, The Miami Dolphins' Football Unites, Morgan Stanley Smith Barney, Port Miami, and

White & Case. These organizations have all adopted a savvy corporate attitude that truly values the LGBTQ community.

In past years, we have honored and welcomed local and national leaders such as Miami-Dade County Commissioners and the Mayor, Florida State and United States Representatives and Senators, as well as Council Members and Mayors of Miami-Dade County's 34 municipalities. Furthermore, we have also had celebrities in arts and entertainment and politics.



THE SAVE CHAMPIONS OF EQUALITY GALA

ESTIMATED PARTICIPATION: 450-500 GUESTS

DATE: SEPTEMBER 2021



GIVING LEVELS & BENEFITS:

EQUALITY CHAMPION AT \$25,000

Sponsorship includes:

- Recognition as Presenting Sponsor on all marketing materials: Sponsor is prominently recognized on all media releases and marketing materials developed for SAVE's Champions of Equality Awards (palm cards, flyers, invitations, banners, and posters). This includes any television, radio, and print media interviews related to these events.
- Recognition as presenting sponsor on all print ads: Local and regional advertising to support the Champions event.
- Recognition onsite at event: Sponsor logo will be prominently displayed on sponsor boards, a projected video sponsor loop, and brand gobos. Presenting sponsor will also be recognized in remarks on stage during event.
- Recognition as Presenting Sponsor on all e-blasts associated with each event (minimum of six blasts): SAVE has an electronic constituency of more than 50,000 emails across Miami-Dade, Broward, and Monroe Counties.
- Company banner or logo placed on SAVE website for one full year: The web banner will also be hyperlinked to sponsor's website.
- Social media posts to promote event sponsorship: Minimum of 20 boosted posts on Facebook and Twitter.
- Sponsor signage displays: Sponsor signage at multiple locations onsite at event.
- Includes 8 VIP tickets to the event.

THE SAVE CHAMPIONS OF EQUALITY GALA

ESTIMATED PARTICIPATION: 450-500 GUESTS

DATE: SEPTEMBER 2021



Champions of Equality, June 2019



Champions of Equality, June 2019



Champions of Equality, June 2019



Champions of Equality, June 2019

EQUALITY ANGEL AT \$15,000

Sponsorship includes:

- Recognition as the presenting sponsor of one of three Champion of Equality awards (i.e., "The [organization name] Champion of Equality Award").
- Networking opportunity with honorees and sponsors.
- Tiered logo placement by giving-level on event invitation, webpage, e-blasts, and projections onsite night of event.
- Includes 8 tickets to the event.

EQUALITY DEFENDER AT \$10,000

Sponsorship includes:

- Recognition as the presenting sponsor of the Hall of Champions honor given to an organization or entity in recognition of its contributions towards the LGBT equality movement (i.e., "The [organization name] presents the 2015 Hall of Champions honorees").
- Networking opportunity with honorees and sponsors.
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event.
- Includes 6 tickets to the event.

EQUALITY ADVOCATE AT \$5,000

Sponsorship includes:

- Networking opportunity with honorees and sponsors.
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event.
- Includes 4 tickets to the event.

EQUALITY ALLY AT \$2,500

Sponsorship includes:

- Networking opportunity with honorees and sponsors.
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event.
- Includes 2 tickets to the event.



SAVE's 2021 CHAMPIONS OF EQUALITY VIRTUAL GALA SPONSORSHIP FORM

ALL CONTRIBUTIONS MADE TO SAVE FOUNDATION ARE TAX DEDUCTIBLE

TO FILL OUT THIS FORM ELECTRONICALLY, [CLICK HERE](#)

NON-DISCRIMINATION

To build on the mission of SAVE, we will seek sponsors and partners that are committed to creating safe and affirming spaces for the lesbian, gay, bisexual, and transgender community. We work with sponsors to develop a comprehensive non-discrimination policy, that includes protections for sexual orientation and gender identity. Furthermore, we offer our sponsors LGBTQ cultural competency and sensitivity training to help maintain an inclusive and affirming workplace environment.

Does your company currently have a non-discrimination policy that includes sexual orientation and gender identity?

☐ Yes ☐ No

THE SAVE CHAMPIONS OF EQUALITY

- ☐ Equality Champion (\$25,000)
- ☐ Equality Angel (\$15,000)
- ☐ Equality Defender (\$10,000)
- ☐ Equality Advocate (\$5,000)
- ☐ Equality Ally (\$2,500)

CONTACT INFORMATION

Company/Individual Name (as you want to appear): _____

Contact Person: _____ Title: _____ E-Mail: _____

Phone #: _____ Cell #: _____ Fax #: _____

Address: _____

PAYMENT INFORMATION

☐ Check Enclosed (Payable to SAVE) ☐ Invoice ☐ Visa ☐ MasterCard ☐ American Express

Card Number: _____ Card Verification Code: _____ Exp. Date: _____

Signature: _____

PLEASE SEND A VECTOR OR HIGH-RESOLUTION COPY OF YOUR LOGO TO ORLANDO@SAVE.LGBT

Return this form to SAVE, 1951 NW 7th Ave, Miami, FL 33136 or scan and email to orlando@save.lgbt

Questions? Contact Orlando Gonzales at (305) 968-8522 or at orlando@save.lgbt

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 4.

ITEM: Consideration and approval of a Request for Proposals (RFP) to create a Municipal Wireless Network across both islands to provide a highspeed mesh network in all areas of the Town. Enclosed is a copy of the proposed Request for Proposal Packet.

DESCRIPTION:

Consideration and approval to issue a Request for Proposals (RFP) to create a Municipal Wireless Network across both islands to provide a highspeed mesh network in all areas of the town.

A Municipal Wireless Network would maximize network capabilities by providing consistent highspeed internet for Law Enforcement vehicles, Code Enforcement Officers, and Public Works; as well as allow greater wireless range and security for the CCTV and LPR systems.

Enclosed is a copy of the proposed Request for Proposal Packet.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Fiscal Year 2020-2021 Improvements (Excl. Buildings) – Information Technology department had \$0.00 appropriations at the beginning of the fiscal year. During FY 2020-2021 the budget Amendment #2 was approved by the Town Council which increased the appropriations to \$40,000.00 for Town-wide private WIFI Network Addition.

These expenditures expected to be covered by American Rescue Plan (ARP) funds and will be reportable as a broadband improvement and is eligible expenditure for ARP.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project # (s)	Amount Budgeted
Municipal Wireless Network	8/11/2021	\$0.00	001.5135.40003.000		\$40,000.00

Submitted By: Alba L. Chang, Town Clerk
Maria Lasday, Town Manager
Robert Gonzalez, I.S. Manager

ATTACHMENTS

1. Municipal WIFI Project

Request for Proposal – Municipal WIFI Project.

Town of Bay Harbor Islands, Florida

Overview

The Town of Bay Harbor Islands is a municipality with approximately 6,000 residents. The Town employs approximately 60 civilian employees and 23 police officers.

Purpose, Description, Qualifications and Insurance Requirements

Purpose:

The purpose of this Request for Proposals (RFP) is to solicit bids from various companies, conduct and evaluation, and select the company who can best serve our needs.

Description:

The reason of this project is to provide a more secure, efficient and robust form of communication between the town's admin network and BHIPD network to all employees within our town border limits.

Professional Qualifications:

We are looking for a company with at least 5 years of experience in the Low voltage field and IT infrastructure. We will ask to show us some references of prior work done on these fields along with any certification you may have acquired.

Insurance and other Requirements:

Proof of Professional Liability insurance that includes coverage for both Hardware and software copyright infringement and the selected company would need to request building permits from our building department.

Scope

1. The scope of this project will consist of providing a robust and expandable WIFI antennas that would tie up to our existing firewalls and network and would provide a two-level authenticating method
2. The selected bidder will be responsible for committing to timeframes and schedules based on deadlines that will be established.
3. Contract terms and conditions will be negotiated upon selection of the winning bid.

Timeline

Sealed Bids must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, by 3:00 PM, August 25th, 2021, at which time bids will be publicly opened and read aloud. Bids need to be clearly marked "RFP BHI Municipal WIFI Project" and must be sealed.

Evaluation of the bids will be conducted thereafter. *The project's timeline will be discussed in more detailed when the bid is awarded.

*Times and dates are subject to change.

Budget

All proposals must include proposed costs to complete the task described in the project scope. All costs must be itemized to include an explanation of all fees and costs.

Questions

If you have any questions regarding the RFP, please send them to the attention of Roberto Gonzalez by email at rgonzalez@bayharborislands-fl.gov

All questions must be submitted in writing and all questions and responses will be shared with all prospective bidders.

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a Request for Proposals (RFP) for Electric Vehicle Charging Stations for the Town Parking Locations Project. Enclosed is a copy of the proposal package material.

DESCRIPTION:

Staff hereby requests that the Town Council consider approving the issuance of a Request for Proposals (RFP) for Electric Vehicle (EV) Charging Stations for Town Parking Locations. Currently, the Town only owns one (1) EV charging station, located at the Town Parking Garage. The increasing use of EV by the Town's residents warrants the installation of additional EV charging stations.

The Town is seeking a turnkey solution, including but not limited to designing, furnishing and installing the requested DC Fast Charge EV chargers. This contract shall be at no cost to the Town. Proposers shall submit a Cost and Revenue Proposal.

Enclosed is a copy of all of the Request of Proposal documents.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

Fiscal Year 2021-2022 Causeway Fund has \$2,320,000 listed appropriations for Improvements (Excl. Buildings). Out of the \$2.32 million, there is \$300,000 budgeted for Alternative Energy project, which could be used for wind turbines on the Causeway (if allowed by FPL); as well as Electric Vehicle charging stations in our Municipal Parking garage and lots.

The RFP calls for equipment and installation labor at no cost to the Town of Bay Harbor Islands, in return the contractor will receive some percentage of the revenues from the equipment utilization, which again should not be more than revenues generated by the charging stations.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Electric Vehicle Charging Stations	8/11/2021	\$0.00	401.5145.400063.000	RFP Electric Vehicle Charging Stations - Alternative Energy Project	\$300,000.00

Submitted By: Jose Custodio, Town Engineer
Maria Lasday, Town Manager

ATTACHMENTS

1. DRAFT RFP_EV Chargers

TOWN OF BAY HARBOR ISLANDS



Project No. – BHI – 217

ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS

**Bidding and Contract
Documents**

August 17, 2021

ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217
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**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

INVITATION TO BID

Issue Date: **August 17, 2021**

All interested parties are hereby notified that the Town of Bay Harbor Islands (the “Town”) is accepting sealed bids for the Project “**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS**” **Project, No. BHI-217.**

Work under this Project includes furnishing materials, labor, tools, equipment, management, supervision and incidentals necessary to design, installation, operation, maintenance and management of self-service electric vehicle charging stations at various Town parking locations, in complete and strict accordance with specifications in the Request for Proposals.

Proposers must demonstrate experience in self-service electric vehicle charging station services, must demonstrate a level of expertise, technical knowledge, innovation and overall capacity to provide self-service electric vehicle charging station services.

Bid Security in the amount of five percent (5%) of the Total Bid Price must accompany the Bid in accordance with the Instructions to Bidders.

A mandatory **Pre-Bid Conference** will be held on **August 24, 2021, at 10:00 A.M.**, in the 2nd Floor Conference Room at Town Hall. The address of Town Hall is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154.

Contract Documents may be downloaded and printed as required from the Town’s Website at www.bayharborislands-fl.gov. Enquiries regarding this contract may be e-mailed to the Town Engineer, Jose Custodio, P.E., jcustodio@bayharborislands-fl.gov.

All bids shall be clearly marked:

**TOWN OF BAY HARBOR ISLANDS
CONTRACT NO. BHI 217
ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS**

All bids must be submitted in sealed envelopes to the Town Clerk on or before **September 17, 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, except timely submission of bids, in any bids received, 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

**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLANDS
BHI - 217**

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

Terms used in these Instruction to Bidders which are defined in the Standard General Conditions of the Construction Contract, prepared by the Engineer's Joint Contract Documents Committee (EJCDC) and NSPE-ASCE Document 1910-8-A-1, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Town (on the basis of the Town's evaluation as hereinafter provided) makes an award and whose Bid the Town determines is in its best interest.

2.0 EXAMINATION OF DOCUMENTS, SITE AND DRAWINGS AND SPECIFICATIONS

- 2.1 Prior to Bid submission, Bidders shall examine the Site and surrounding area, including but not limited to subsurface, water and soil conditions, utilities, and streets to determine all conditions that will affect the Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work. Bidders should perform a Site visit and inspection to get familiar with the site conditions.
- 2.2 It is the Bidder's responsibility to become fully informed as to the existing conditions at the Site and to factor any and all costs of these conditions and/ or risks associated therewith into the Bid.
- 2.3 Bidders shall thoroughly examine the Bidding Documents, General Conditions, Drawings and Specifications, Technical Specifications and any other documents which may be applicable to the Work or Project. All drawings and specifications prepared for this Project are provided in pdf format with this Bid.

3.0 INTERPRETATION OF BIDDING DOCUMENTS

- 3.1 All inquiries, clarifications or interpretations of the Bidding Documents shall be made in writing to the Town Engineer, Jose Custodio, P.E. on or before **September 7, 2021**, with a copy to the Town Manager, by mail, fax, or by e-mail to the following addresses:

Jose Custodio, P.E
Town Engineer Town of Bay Harbor Islands, Project No. BHI – 217
Telephone No. (305) 866-6241
Email: jcustodio@bayharborislands-fl.gov
With a copy to:

Maria Lasday, Town Manager
Town of Bay Harbor Islands 9665 Bay Harbor Terrace

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Bay Harbor Islands, 33154 Florida

Telephone No.: 305-866-6241

Email: mlasday@bayharborislands-fl.gov

- 3.2 Any modification or interpretation of the Bidding Documents will be made by written Addendum to all who are recorded by the Town as having received a complete set of Bidding Documents. **All Addenda will be issued by September 9, 2021.**
- 3.3 Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding. No oral interpretations or clarifications shall be binding.
- 3.4 A Bidder, prior to submitting his Bid, shall ascertain that he has received all Addenda issued, and shall acknowledge their receipt by enclosing a signed copy of each Addenda with the Bid Form.

4.0 BID PREPARATION AND SUBMITTAL

- 4.1 The Bidder shall prepare Bids on the forms provided by the Town with all blanks on the Bid Form filled in by typewriter or written in ink.
- 4.2 The Bidder shall write Total Bid Price amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.
- 4.3 The Bidder shall **submit two (2) originals and three (3) digital (PDF) copies of the Bid**. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, company, or other legal entity. The Bid shall include:
 - 4.3.1 Cost and Revenue Proposal
 - 4.3.2 Bid Form;
 - 4.3.3 Contractor's Qualification Statement;
 - 4.3.4 Bid Bond;
 - 4.3.5 Florida Trench Safety Act;
 - 4.3.6 OSHA Standards form;
 - 4.3.7 Non-Collusion Affidavit
 - 4.3.8 Any Addenda;
 - 4.3.9 Copy of General Contractor's Licenses
 - 4.3.10 Corporate/Company Resolution, or Partnership Resolution, evidencing authorization to Submit Bid; and
 - 4.3.11 Evidence of Insurability.
- 4.4 If the Bid is made by an individual, the Bidder's name and address of place of business shall be shown. If Bid is made by an entity, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If Bid is made by a corporation

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or company, the individual executing the Bid shall show the name of the state under the laws of which the corporation or company is chartered, also the names and business addresses of its corporate or company officers and members. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

- 4.5 The Florida “Trench Safety Act” and O.S.H.A. forms are included in the Bidding Documents and shall be completed by the Bidder. The Total Bid Price presented in the Bid shall include the Bidders cost of compliance with these applicable standards. The Bid shall include completed forms and the cost of compliance with these applicable standards.
- 4.6 Non-Collusion Affidavit. The Bidder shall include the Non-Collusion Affidavit as set forth in the form included in the Bidding Documents. Bidder’s failure to include the affidavit shall result in disqualification.
- 4.7 **The Bid shall be enclosed in a sealed envelope**, addressed to Attn: Town Manager, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154. **The envelope shall be clearly marked with the Project name “Bid for the Electric Vehicle Charging Stations for Town Parking Locations” Project No. BHI – 217, and the Bidder’s name and address.**
- 4.8 The Bidder shall deposit Bids at the designated location provided on the Invitation to Bid on or before the time and date for submission of Bids (the “Bid Submittal Deadline”). Bids received after the Bid Submittal Deadline indicated for submission of Bids will not be accepted. The Bidder is advised that delivery services may not be timely. It shall be the Bidder’s sole responsibility to ensure delivery prior to the required Bid Submittal Deadline.
- 4.9 The Bidder shall be registered as a contractor with the Town’s Building Department following the Notice of Award by the Town.

5.0 BID BOND

- 5.1 Each Bid shall be accompanied by a certified or cashier’s check drawn on a national or state bank, or an acceptable Bidder’s Bond, payable unconditionally to Town of Bay Harbor Islands, in the amount of five percent (5%) of the amount of the Total Bid Price, as a guarantee that the Bidder will, if award is made, execute a Contract for Construction to do the Work for the Bid amount and furnish any required certificates of insurance and bond documents within the time period specified in the General Conditions. The Bid Bond shall be made payable to the Town of Bay Harbor Islands.

6.0 QUALIFICATIONS OF BIDDERS

- 6.1 Each Bidder shall complete the Contractor’s Qualifications Statement provided herewith, along with any other evidence of satisfactory experience, past performance and ability to perform the proposed Work, and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid

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Form and all items listed in Section 4.3 will constitute grounds for rejection of the Bid as non-responsive.

- 6.2 The Bidders may be disqualified, and their Bids rejected for any of the following reasons:
 - 6.2.1 The bid is not responsive, and/or responded with errors and omissions.
 - 6.2.2 Reason to believe that collusion exists among Bidders.
 - 6.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
 - 6.2.4 The Bidder's uncompleted work load which in the judgment of the Town may cause detrimental impact on prompt completion of this Project.
 - 6.2.5 The Bidder is or has been involved in any litigation against the Town.
 - 6.2.6 The Bidder has defaulted on any previous contract or is in arrears on any existing contract on any public or private matters.
 - 6.2.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
 - 6.2.8 The Bidder's previous work with the Town has resulted in claims from third parties and or subcontractors.
- 6.3 The Town reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award.
- 6.4 It shall be a requirement of this Bid that there are no related party transactions between the Bidder and any employee, agent or contractor of the Town. Any Bidder who is a related party, as noted herein, will be considered non-responsive and the bid and the bid bond will be immediately returned. A Bidder will be considered a related party if the Bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.
- 6.5 **PUBLIC ENTITY CRIMES ACT** -In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

7.0 RETURN OF THE BID BOND

- 7.1 All Bid Bonds of unsuccessful Bidders will be returned after a Contract is awarded and executed.

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8.0 MODIFICATION AND WITHDRAWAL OF BID

- 8.1 Prior to the date and time of Bid opening, a Bidder may withdraw his Bid at any time.
- 8.2 After the Bid opening, no Bid may be withdrawn, canceled or modified.

9.0 OPENING OF BIDS

- 9.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid.
- 9.2 The Bidder agrees to maintain all terms of the Bids available for 120 days from the date and time of bid opening.

10.0 AWARD OF CONTRACT

- 10.1 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.
- 10.2 In evaluating Bids, Town shall consider the qualifications of the Bidders, whether or not 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. It is Town's Intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but award will not be based on alternates and the Town may accept them in any order or combination.
- 10.3 Town will consider the qualifications and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Town.
- 10.4 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, proposed Subcontractors and other persons and organizations to do the Work 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.

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- 10.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 6.2 above. References will NOT be limited to those submitted by the Contractor.
- 10.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Town indicates to Town that the award will be in the best interests of the Town.
- 10.7 If the contract is to be awarded, Town will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

11.0 PERFORMANCE AND OTHER BONDS

- 11.1 Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Town's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Town, it shall be accompanied by the required Contract Security.

12.0 EXECUTION OF CONTRACT AND CONTRACT DOCUMENTS

- 12.1 A Bidder shall be notified of the Town's selection in writing and shall be provided a Contract for Construction upon Notice of Award.
- 12.2 A Bidder will be required to execute the Contract for Construction and submit all requested certificates of insurance and performance and payment bonds, as required in the Contract Documents.

13.0 FAILURE TO EXECUTE THE CONTRACT

- 13.1 Failure of a Bidder to execute a Contract, and submit required insurance certificates and bonds may result in a draw on the Bid Bond by the Town. Each Bidder agrees in advance that the Town will likely sustain damages in these circumstances too difficult to ascertain. Accordingly, if the award is forfeited under this Section, the amount of the Bid Bond of the forfeiting Bidder may be retained by the Town, not as forfeiture or a penalty, but as liquidated damages. The Town may, but is not required, to award the Contract to the next lowest responsive and responsible Bidder or reject all Bids and/or re-advertise the Work.

14.0 CONTRACT TIME AND PERFORMANCE

- 14.1 The Work to be performed under the Contract Documents shall be commenced upon issuance of a Notice to Proceed by the Town and shall be completed no later than **One Hundred and Eighty (180) calendar days** from Notice to Proceed.
- 14.2 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Bidder agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. The Contractor is expected to provide the necessary manpower and management to meet the time schedule as

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established.

15.0 LIQUIDATED DAMAGES

- 15.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

16.0 GOVERNING LAWS AND REGULATIONS

- 16.1 Bidders shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.

17.0 INSURANCE/EVIDENCE OF INSURABILITY

- 17.1 The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in the General Conditions of the Contract Documents for the life of the Contract. Certificates of Insurance shall be provided by the Bidder upon the Notice of Award, as specified in the General Conditions.
- 17.2 Bidder shall be required to submit with the Bid Form written evidence of insurability from Bidder's insurance company, for the types and amounts of insurance specified in the General Conditions of the Contract Documents.

18.0 SUBSTITUTE MATERIAL AND EQUIPMENT

- 18.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Town, application for such acceptance will not be considered by Town until after the "effective date of the Agreement". The procedure for submitting any such application by Contractor for consideration by Town is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the General Requirements.

19.0 SUBCONTRACTOR LIST

- 19.1 The Bidder shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on the Contractor's Qualifications Statement.
- 19.2 Prior to award of Contract, the Town will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such objection, the Bidder shall propose an acceptable substitute in accordance with the General Conditions.
- 19.3 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Town those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Town's written consent.

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20.0 LICENSES, PERMITS AND FEES

- 20.1 In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, the Town shall disclose all permit fees associated with the Project. Licenses, permits, and fees which may be required by Miami-Dade County or any State or Federal entities are not included. The Contractor shall be responsible for filing and obtaining all permits for the Work. The Contractor shall file permit applications with the Town prior to construction. The Town will waive Town permit fees generated by the Town permits. Any delays in obtaining permits must be brought to the attention of the Town without delay. Each license, permit or fee a contractor will have to pay the Town before or during construction as part of the Contract, required by the Town and payable to the Town, is as follows:

Building Permit – Town of Bay Harbor Islands Building Department

- 20.2 The Bidder shall provide a copy of following license:
A State of Florida general contractor's license
- 20.3 The Successful Bidder shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Town shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

21.0 CONE OF SILENCE

- 21.1 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 Bid 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 Bid between Bidders 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. A copy of subsection (t)(1) is attached to this Bid as Exhibit "A." In reading that subsection, Bidders 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 Bid.
- 21.2 Generally, except for public hearings and scheduled presentations, contact with the Town regarding this Bid or any aspect of a Bid by a Bidder or any representative of a Bidder shall be limited to written communications until such time as a successful bidder is selected by the Council. All questions or requests for additional information must be asked and answered in writing.

22.0 CONFLICT OF INTEREST

- 22.1 The contractor shall insert in all contracts entered into in connection with the Project

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or any property included or planned to be included in any Project, and shall require contracts to insert in each of their subcontractors, the following provisions.

“No member, officer or employee of the Contractor or of the locality during his tenure of for 2 years thereafter shall have any interest, direct or indirect, in this contract of the proceeds thereof.”

23.0 BID PROTEST PROCEDURE

If a vendor feels that they have been treated unfairly concerning the results of a solicitation, or the resulting recommendation for award, they may protest the Town’s action as follows:

- 23.1 The vendor must submit a letter to the Procurement Manager detailing the nature of the protest accompanied by two (2) cashier’s checks within three (3) working days of the Notice of Intent to Award. The first check will be in the amount of \$500 (hereinafter called “the administrative fee”). The second check will be in the amount of 1% of the bid amount (hereinafter called “the protest bond”). The Town’s Notices of Intent to Award are posted on the Town of Bay Harbor Island’s website.
- 23.2 If the Procurement Manager receives a bid protest letter, the administrative fee, and the protest bond as described above, the bid award process will be suspended, and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Bay Harbor Islands, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town staff member selected by the Town Administrator. The Procurement Manager and the employee that wrote the Recommendation for Award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the Recommendation for Award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
- 23.3 The Bid Protest Committee shall schedule a hearing within ten (10) working days from receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
- 23.4 If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee’s ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
- 23.5 Once the bid protest is resolved, the Town will proceed with the bid award, except as exempted in 2, above.

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EXHIBIT "A"

CONE OF SILENCE PROVISION

(t) *Cone of Silence.*

1. Contracts for the provision of goods and service other than audit and independent private sector inspector general (IPSIG) contracts.

(a) "Cone of Silence" is hereby defined to mean a prohibition on: (i) any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the County Manager and his or her staff; (ii) any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the County Manager and his or her staff; (iii) any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore; (iv) any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore; (v) any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and (vi) any communication regarding a particular RFP, RFQ or bid between any member the County's professional staff and any member of the selection committee therefore. The County Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Manager with the Clerk of the Board and be included in any recommendation memorandum submitted by the Manager to the Board of County Commissioners. Notwithstanding the foregoing, the Cone of Silence shall not apply to (i) competitive processes for the award of CDBG, HOME, SHIP and Surtax Funds administered by the Miami-Dade County Office of Community and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management; (ii) communications with the County Attorney and his or her staff; (iii) communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of the Department of Business Development regarding small business and/or minority business programs, the Community Business Enterprise and Equitable Distribution Programs; (iv) communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure; (v) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the County

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Manager makes his or her written recommendation; (vi) any emergency procurement of goods or services pursuant to Administrative Order 3-2; (vii) communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and (viii) communications regarding a particular RFP, RFQ or bid between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee therefore provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(b) Procedure.

(i) A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the County Manager or his or her designee shall provide for public notice of the Cone of Silence. The County Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Clerk of the Board, with a copy thereof to each Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this Section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research therefore provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the County's professional staff including, but not limited to, the County Manager and his or her staff are in writing or are made at a duly noticed public meeting.

(ii) The Cone of Silence shall terminate at the time the Manager makes his or her written recommendation to the County Commission; provided, however, that if the Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be reinstated until such time as the Manager makes a subsequent written recommendation. The foregoing notwithstanding, for contracts and purchases which the County Manager has the delegated authority to award under Sec. 2-8.1(b) of this Code, the Cone of Silence shall terminate: (i) at the time the award recommendation letter is issued and filed with the Clerk of the Board for such contracts and purchases involving the expenditure of over one hundred thousand dollars (\$100,000); (ii) at the time the written award recommendation is posted in accordance with Section III of A.O. 3-21 for such contracts or purchases involving the expenditure of over \$25,000 up to \$100,000; or (iii) at the time the award recommendation is issued in accordance with

Section IV of A.O. 3-21 for contracts and purchases involving the expenditure of \$25,000 or less.

(c) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall

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make copies available to any person upon request.

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SCOPE OF SERVICES

1.0 INTRODUCTION

In an effort to provide modern transportation infrastructure to our residents and visitors and to reduce air pollution in the Town of Bay Harbor Islands, the TOWN is seeking to install electric vehicles (EV) charging stations and electric vehicle supply equipment (EVSE) throughout various TOWN facilities. The TOWN is seeking a turnkey solution, including but not limited to designing, furnishing and installing the requested EV chargers. This contract shall be at no cost to the TOWN. Detailed information about the business model, including but not limited to the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost recovery for electricity responses should be outlined in the proposal.

2.0 CHARGING STATION TECHNICAL SPECIFICATIONS

The successful Proposer shall provide an EV charging station program which includes, at a minimum, the following capabilities, and benefits:

- A. Electric Vehicle charging station infrastructure for DC Fast Charge that is open to all drivers.
- B. Provide DC fast charging that transfer a high voltage (typically 400-500 volts or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries.
- C. A revenue stream to pay for electricity, capital equipment, operation and maintenance, without any upfront costs to the TOWN.
- D. Comply with Miami-Dade County and TOWN Building Codes and Electrical Codes.
- E. Comply with relevant regional or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
- F. Retractable cables or cable management system.
- G. Authenticated access to eliminate energy theft.
- H. Weatherproof of equipment, including but not limited to resistance to rain, wind, and flooding.
- I. Use of high quality and visually attractive materials that complement and enhance the existing TOWN Facility locations.
- J. Compliance with the American with Disabilities Act (ADA).
- K. Fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications.
- L. Accessible to all members of the public without subscription-based membership.
- M. Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system.
- N. Publicly available information on station location and real-time availability of charging stations.
- O. Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night.
- P. Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating.

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- Q. Captures data on all charging operations and provides data to the TOWN in regular, automated intervals.
- R. Available 24/7 customer support

Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed and time to charge an average electric car battery, the useful life of all components, the system's payment and usage model, and a full description of hardware and software used in networking and data capture. If the Proposal does not meet one of the technical specifications described above, a full explanation of the reasons why, should be included in the Proposal.

3.0 CHARGING LOCATIONS

Blue Lot – Municipal Garage

1165 95th Street

Bay Harbor Islands, FL 33154

Brown Lot – 97th Street

1185 97th Street

Bay Harbor Islands, FL 33154

Red Lot – 100th Street

1020 100th Street

Bay Harbor Islands, FL 33154

Red Lot – 103rd Street

1140 103rd Street

Bay Harbor Islands, FL 33154

Red Lot – 92nd Street

1020 92nd Street

Bay Harbor Islands, FL 33154

These preliminary locations are suggestions, are subject to all applicable approvals and permits, and may be modified with consent of the TOWN. Contractor shall be responsible for performing a due diligence and investigation of the locations and must also determine the suitability or non-suitability of each site. Contractor proposing substitutions or omissions from the list suggested above shall document their rationale. Additional locations beyond those suggested are permitted. Locations should be chosen to maximize usage. Proposals will be evaluated on the number of locations, equity of distribution, and appropriateness of locations chosen.

4.0 INSTALLATION AND ELECTRICAL EQUIPMENT

Contractor shall furnish and install all materials, equipment and labor required for the installation of the fully operational DC Fast Charge and EVSE. Including but not limited to, all work related to development of plans and documents for supplying and metering power to the EV charger

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stations as well as communications and networking equipment. The Contractor is also responsible for securing all related permits and coordinating with the utility companies and permitting agencies. Following the installation, the Contractor shall activate and test the EV charger stations and will be responsible for the safe operation of all equipment and connections.

5.0 DESIGN

Contractor shall design, furnish, and install signage for the EV charger stations, as approved by the TOWN and install EV parking stall pavement striping and markings per approved plans. Signage and pavement markings must be consistent with industry standards for EV chargers, Town requirements, State and Federal guidelines. Contractor shall furnish and install all material, equipment, and labor for the EV charger station signage and pavement markings.

The Contractor must furnish the TOWN with architectural drawings and scaled renderings of the proposed charging stations from different angles and views. TOWN reserves the right to modify the design before award of contract to ensure compliance with all rules, regulations, local requirements.

6.0 SITE(S) SURVEY

Contractor is responsible to survey various site(s) contemplated, the plans and specifications regarding the locations TOWN desires to have the EV chargers located. Contractor's proposal submission shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, quantity of materials to be furnished, as to the requirements of the proposal. Contractor represents that they are fully qualified to perform this site survey and review.

If contractor determines that any portion of the site or the specifications present any interpretation problems of any kind, the Contractor shall note such a determination with their proposal. Failure to note any such determination shall be conclusive evidence of acceptance by the Proposer of the sufficiency of the proposed scope of work.

7.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Contractor shall repair or replace all existing improvements not designated for removal which are damaged or removed as a result of its operation. Improvements, such as but not limited to, curbs, gutters, sidewalk, driveways, fences, walls, signs, pavements, raised pavement markers, thermoplastic pavement markings, signs, sprinkler systems, or plantings, shall be repaired and replaced to a condition equal to or better than the original condition. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the various RFP items and no additional compensation shall be considered by TOWN.

8.0 TRAFFIC AND ACCESS

Contractor shall be responsible, during all phases of the work, to provide for public safety and convenience by use of traffic cones, signs, lighted barricades, lights, and flagmen as required. Two (2) weeks prior to construction, Contractor shall submit traffic control plans to the TOWN for review and approval. It is the Contractor's responsibility to submit all required traffic control plans

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to meet the established schedule according to these specifications. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners or motoring public. Convenient access to driveways, and buildings along the line of work shall be maintained unless otherwise approved by the TOWN in advance.

9.0 MAINTENANCE AND COMMUNICATIONS

Contractor shall provide maintenance services to ensure all equipment is properly checked, tested, and activated for proper operation. Contractor shall provide a network communication system with a service provider capable of monitoring the EV chargers for any error or malfunction 24 hours a day, seven (7) days a week. Maintenance of the EV charger stations shall be performed by local service providers who have the capabilities and capacity to notify and respond in the following manner and time frame:

- A. Service provider shall be notified of the malfunction and immediately notify the TOWN and/or its staff of such malfunction or operating error within two (2) hours.
- B. In the event of an equipment or hardware malfunction or failure, a maintenance crew shall respond to the site within four (4) hours from the time the issue is reported.

The maintenance plan provided shall be for up to five (5) years, and a minimum three (3) year manufacturer's warranty for all EV charger equipment, hardware and software ("EVSE Services").

10.0 SERVICE PROVIDER(S)/DATA CAPTURE

EV charger stations must have capabilities to handle, transfer, and backup data on all charging operations and activities. The network communications shall, at a minimum, provide the following information for each charging transaction, at each charging location, and must comply with all state and federal regulations:

- A. Charging data such as date and time of usage (start and stop time) and utilization rates;
- B. Total kWH and Total kW draw;
- C. Total dollar amount charged to the user;
- D. Station status and health in real time;
- E. Malfunction or operating error.

The Contractor shall provide to the TOWN a full description of the data that will be collected, and measures taken to anonymize, secure, and store this data. The TOWN requires real-time access to all data regarding charging stations operations but also that all personally identifiable information remains private.

11.0 PRODUCT SAFETY

The EV charger stations shall have the ability to stop the flow of power when not in use. The system shall have over-current protection to prevent vehicles from drawing too much power.

12.0 WARRANTY

Contractor shall provide a manufacturer's warranty on all purchased EV charger equipment, hardware, and software for a minimum of three (3) years from the date of acceptance by the

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TOWN. Warranty shall include all materials, equipment, parts, tools, labor, and incidentals, as well as all contractor-or manufacturer recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification.

Contractor shall identify local service providers who will be providing all warranty and services to the charger stations.

13.0 REQUEST FOR INFORMATION

The TOWN reserves the right to request from the Contractor at any time during the duration of this Contract any information pertinent to the successful execution and delivery of this Contract. Contractor shall respond to any requests for information from the TOWN within five (5) business days. The Contractor shall also at a minimum furnish to the TOWN every four months, a report containing information regarding the number of hours of charging at each location and the fees generated in the past quarter. The Contractor shall include in its report the amount of revenue, which was shared with the TOWN, issues in the previous months at any location and the corrections made, any other relevant or useful information regarding the Charging Stations and EVSE Services.

14.0 COST PROPOSAL

The TOWN has determined to permit the contractor to propose a cost option to the TOWN which involves no out of pocket costs to the TOWN and revenue sharing with the TOWN. Contractor shall pay the TOWN a percentage of the revenues of the proceeds from the sale of electricity to the public. Proposer shall describe all elements of revenue sharing using the “**Cost and Revenue Proposal**” provided on the following page.

If the Contractor proposes charging the public for use of electricity, the EV chargers must allow for point-of-sale transactions and revenue remittance to the TOWN. Contractor must also clearly describe the cost of energy per kWhr, how that price is calculated, and how it changes over time, and this shall be included in the **Cost and Revenue Proposal**.

14.1 ANCILLARY REVENUE-GENERATING SERVICE OPTIONS

Contractor may include ancillary revenue-generating services related to EV charger stations. Ancillary revenue-generating services include any service beyond the provision of electricity to EVs which will generate revenue for the Contractor from the EV charging station, including but not limited to 1) advertising on EV charging stations, 2) EV car-sharing solutions, and 3) charging the public for the use of electricity. Ancillary services may not obstruct access to or limit EV charging functionality.

Contractors seeking to include these ancillary services must disclose, in the **Cost and Revenue Proposal**, the estimated revenue generated with and without the ancillary service proposed. Ancillary revenue-generating services will be evaluated based on their effect on the final Cost and Revenue Proposal. TOWN may deem an ancillary revenue-generating service to be inappropriate

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if it unduly compromises user privacy, conflicts with the TOWN policy or interest, or limits basic EV charging functionality. Each ancillary revenue generating service shall be specifically listed in the proposal.

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COST AND REVENUE PROPOSAL

As part of the Agreement between _____ and the Town of Bay Harbor Islands for Public Electric Car Charging Stations and EVSE Services, the Contractor acknowledges that the TOWN shall receive **REVENUE** as described below. (if zero, please indicate as such; do not leave any blanks).

Revenue Item	Amount (Annual)	Contractor Share (\$ and %)	Town Share (\$ and %)

PROPOSER'S AFFIRMATION

Company: _____

Authorized Representative: _____

Address: _____

Telephone: _____

E-mail: _____

Authorized Representative's Signature: _____

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15.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

Activity	Date
RFP Available to Public	08/17/2021
Pre-Bid Walkthrough	08/24/2021
Deadline for Receipt of Questions	09/07/2021
Proposal Submission Deadline	09/17/2021

Copies of this RFP package are available on Town of Bay Harbor Islands' website:
<https://www.bayharborislands-fl.gov/>.

Proposers who obtain copies of this solicitation from sources other than the TOWN risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such Proposers are solely responsible for those risks.

THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Proposals issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. An Evaluation Committee, appointed by the Town Manager, shall meet to evaluate each certified response in accordance with the requirements of this RFP. The Evaluation Committee may choose to invite Proposers to make a presentation and respond to questions from the Committee as part of the Evaluation process. This presentation notice of assigned presentation times will be communicated in advance to the Proposer but may be given short notice of appearance. The Proposer's presentation may clarify and summarize the content of its Proposal but may not modify the prior written submission. Any communication between the Committee members and the Proposer made during the course of the interviews are intended primarily for the purposes of providing clarification of the content of the Proposal and are not to be construed as a "negotiation" of terms by either party. Final rankings shall be based on the scores issued by the Evaluation Committee based on either their review of the qualifications of each Proposal solely or the results of the Committee interviews if any.
5. The Evaluation Committee shall forward its recommendation to the Town Manager who will make a recommendation to the Board.

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EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

Criteria	Points
Qualification and Experience of the Firm	20
Scope of Services Proposed	15
Methodology and Approach	25
Cost and Revenue Proposal	35
Adherence to instructions of Request for Proposals	5
TOTAL OF 100 POSSIBLE POINTS	100 Points

6. After considering the recommendation(s) of the Evaluation Committee, the Town Manager will recommend to the Council, the response or responses which the Town Manager deems to be in the best interest of the TOWN. The Council will consider the Town Manager's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Town Manager's recommendation(s). The Council may also reject any or all responses.

16.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

17.0 REQUIREMENTS

- A. Company name, contact person, address, telephone and e-mail address.
- B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of office if different than above.
- C. Cover letter on company letter head signed by person authorized to submit the proposal. Letter must include contact person with their telephone number, email address and mailing address.
- D. A One Page Executive Summary.
- E. Qualification and Experience of the Firm: Indicate the Proposer's experience in providing the proposed Services. Licenses and any other pertinent information shall be submitted and should meet the minimum qualifications in accordance with RFP. State the years the Proposer has been providing Electric Vehicle Car Charging and EVSE. Describe the Proposer's qualifications, addressing Proposer's ability to manage and provide the services requested in this RFP. Describe the Proposer's general history and experience providing Electric Char Charging Stations and EVSE. Provide an organization chart showing all individuals, including their titles, to be assigned to this project. Identify the staff person

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- who will service as the key contact or liaison to the TOWN on this contract. Enclose resume, job description, and a description of relevant experience for the key contact person.
- F. Scope of Services Proposed: Submit detailed information addressing how Proposer will achieve each portion of the scope of work required and technical requirements outlined in SECTION 3 - Specifications. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.
 - G. Approach and Methodology: Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, projected timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.
 - H. Provide three (3) references (preferably municipalities) including contact name, phone number, email address and brief description of work performed.
 - I. Fee structure that will be applied for user.
 - J. The selected Proposer shall comply with all applicable rules and regulations adopted by the Village and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the selected Proposer's operations.
 - K. Complete "Cost and Revenue Proposal".
 - L. Complete "Proposal Form".
 - M. Any other information you feel is appropriate to assist in the selection process.

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SCHEDULE OF EVENTS

The following is a general schedule of events:

<u>No.</u>	<u>Event</u>	<u>Date</u>
1.	Advertisement of Bids	August 17, 2021
2.	Pre-Bid Conference at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154	August 24, 2021, at 11:00 A.M.
3.	Site Visits & Inspections (After Pre-Bid)	August 24, 2021
4.	Deadline for submittal by Bidders of Inquiries	September 7, 2021
5.	Deadline for Issuance of Addenda	September 10, 2021
6.	Bid Submittal Deadline/Opening of Sealed Bids	September 17, 2021, at 3:00 P.M.
7.	Award of Project by Town Council	TBA
8.	Notice of Award given to Contractor, Payment/Performance bonds executed by Contractor and submitted to Town Manager	TBA
9.	Contract Documents Execution by Successful Bidder and Submission of Certificate of Insurance to Town Manager	TBA
10.	Final Approval and Execution of Contract Documents by Town Attorney and Town Manager	TBA
11.	Notice to Proceed Issued to Contractor	TBA
12.	Contract Time (from Notice to Proceed to Substantial Completion)	TBA
13.	Contract Time (from Notice to Proceed to Final Completion)	TBA

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COST AND REVENUE PROPOSAL

As part of the Agreement between _____ and the Town of Bay Harbor Islands for Public Electric Car Charging Stations and EVSE Services, the Contractor acknowledges that the TOWN shall receive **REVENUE** as described below. (if zero, please indicate as such; do not leave any blanks).

Revenue Item	Amount (Annual)	Contractor Share (\$ and %)	Town Share (\$ and %)

PROPOSER'S AFFIRMATION

Company: _____

Authorized Representative: _____

Address: _____

Telephone: _____

E-mail: _____

Authorized Representative's Signature: _____

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TOWN OF BAY HARBOR ISLAND
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BID FORM

BID FROM:

Company: _____

Address: _____

City/St/Zip: _____

Phone/ Fax: _____

To furnish all materials, equipment and labor and to perform all work in accordance with the Bid and Contract Documents for Project:

Electric Vehicle Charging Stations for Town Parking Locations, Project No. BHI -217, located in the Town of Bay Harbor Islands, Florida.

**TO: TOWN OF BAY HARBOR ISLANDS, FLORIDA
ATTN: TOWN MANAGER**

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract for Construction, with the Town in substantially the form included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the Total Bid Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **120** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, Contract for Construction, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and Regulations that may affect cost, progress and performance of the Work, including all requirements applicable to the Project, including the provisions, clauses, terms or conditions set forth in Construction Contract (Contract Requirements).

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- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the Total Bid Price and within the Contract Times and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - G. Bidder has given Town's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Town is acceptable to Bidder.
 - H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - I. Bidder has reviewed and carefully studied the Contract for Construction, together with Construction Contract Requirements and understands the requirements and prerequisites for the Project and agrees to comply with the provisions at all times during the Project.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Town.
- 5.01** Bidder's Information:
The Bidder states that he/she is an experienced Contractor and has completed similar projects within the last five years. This information has been provided on the Contractor's Qualifications Statement.
- 6.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Bid and Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Bid Documents and the Contract for Construction, attach a statement to this Bid Form to indicate the number of days required.

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- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond
 - B. Bid Bond form
 - C. Contractor's Qualifications Statement, containing a tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
 - D. Signed Trench Safety Act Form (if applicable)
 - E. O.S.H.A. Standards Acknowledgement Form
 - F. Non-Collusion Affidavit
 - G. Copy of State of Florida General Contractor's License (ten days prior to Award);
 - H. Addenda
- 8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions, if any.

SUBMITTED on _____, 2021.

State Contractor License No. _____. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

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A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature --attach evidence of authority to sign)

Name: (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____.

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your entity/company in detail.

2. The address of the principal place of business is:

3. Entity/Company telephone number, fax number and e-mail addresses:

4. Number of employees:

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5. Number of employees assigned to this Project:

6. Entity/Company Identification numbers for the Internal Revenue Service:

7. Provide Miami-Dade County Occupational License Number, if applicable, and expiration date:

8. How many years has your organization been in business as a General Contractor? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Give names, addresses and telephone numbers of three municipalities, for which you have performed work:

11.1.

Name

Address

Telephone No.

11.2.

Name

Address

Telephone No.

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11.3.

Name

Address

Telephone No.

12. List the following information concerning all contracts or work **in progress** as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the Project site and does the Bidder have a complete plan for its performance?

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

SubContractor Name	Address	Work to be Performed

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior

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written approval of the Town Manager, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

16. What equipment will you purchase for the proposed work?

17. What equipment will you rent for the proposed work?

18. State the name of your proposed Project Manager and give details of his or her qualifications and experience in managing similar work.

19. State the true, exact, correct and complete name of the partnership, corporation, company and/or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a limited liability company, state the name of the managing member. 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.)

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19.1 The correct name of the Bidder is:

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation) (Company).

19.3. The names of the corporate officers, company members, or partners, or individuals doing business under a trade name, are as follows:

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	
CONTACT NAME	
CONTACT PHONE NO.	
CONTACT E-MAIL	
LOCATION OF PROJECT	
SCOPE OF WORK	

APPROXIMATE VALUE	
-------------------	-------

2) NAME OF PROJECT	
YEAR OF PROJECT	
OWNER OF PROJECT	
CONTACT NAME	
CONTACT PHONE NO.	
CONTACT E-MAIL	
LOCATION OF PROJECT	
SCOPE OF WORK	

APPROXIMATE VALUE	
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3) NAME OF PROJECT _____
YEAR OF PROJECT _____
OWNER OF PROJECT _____
CONTACT NAME _____
CONTACT PHONE NO. _____
CONTACT E-MAIL _____
LOCATION OF PROJECT _____
SCOPE OF WORK _____

APPROXIMATE VALUE _____

**SIGNATURE AND NOTARY ACKNOWLEDGEMENT
FOLLOW ON THE NEXT PAGE**

CONTRACTOR:

Print Name: _____

Print Title: _____

Date: _____

STATE OF FLORIDA)
) S.S.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2021.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
BID BOND**

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace
Bay Harbor, FL 33154

BID

BID DUE DATE: **September 17, 2021 at 3:00 P.M.**

Project Description including Location is as follows:

PROJECT NAME: ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING
LOCATIONS

PROJECT NO: BHI - 217

LOCATION: TOWN OF BAY HARBOR ISLANDS, FLORIDA

BOND

BOND NUMBER: _____

DATE: *(Not later than Bid Due Date):* _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

(Attach Power of Attorney)

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder for the Work required by the Contract Documents, provided that:

- 1.1. The penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds and insurance certificates required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Construction Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
- 3.2. All bids are rejected by Owner, or
- 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by

Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within

30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts

**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND**

BHI - 217

with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
TRENCH SAFETY ACT

(90-96, Laws of Florida)

Bidder acknowledges that included in the appropriate bid items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF/FS)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
					Total \$

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (**TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL -TRENCH EXCAVATION**).

Failure to complete the above may result in the bid being declared non-responsive.

Contractor agrees that the above safety compliances and costs are included in his bid package.

Signature of Bidding Contractor

END OF DOCUMENT

**ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO: Town of Bay Harbor Islands, Florida

We _____, hereby acknowledge and agree that as contractors for the construction of the "Electric Vehicle Charging Stations for Town Parking Lots Project, Project No. BHI -217", that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Bay Harbor Islands, Florida against any and all legal liability or loss the Town may incur due to _____
_____(Contractor's name) failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE

END OF DOCUMENT

ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

- 1 He/She is _____ of _____,
the Bidder that has submitted the attached Bid;
- 2 He/She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid and Construction Contract;
- 3 Such Bid is genuine and is not a collusive or sham Bid;
- 4 Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly
or indirectly, with any other Bidder, firm or person to submit a collusive or sham proposal in
connection with the Construction Contract for which the attached Bid has been submitted or to
refrain from proposing in connection with such Construction Contract, or has in any manner,
directly or indirectly, sought by agreement of collusion or communication of conference with any
other bidder, firm, or person to fix the price or prices in the attached Invitation to Bid, or of any
other bidder, or to fix any overhead, profit or cost element of the Bid or the response of any other
bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage
against the Town of Bay Harbor Islands, Florida, or any person interested in the proposed
Construction Contract; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

NON-COLLUSION AFFIDAVIT (CONTINUED)

- Page 2 of 2

ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS
TOWN OF BAY HARBOR ISLAND
BHI - 217
ADDENDUM NO. 1

Issued: _____ (Date)

Project: Electric Vehicle Charging Stations for Town Parking Locations

Project No. BHI- 217

Notice to All Bidders:

ADDENDA TO BE PLACED HERE

Issued By: _____
Name

PROOF OF RECEIPT

Bidder/Recipient
Signature: _____
Print Name: _____
Firm: _____
Date: _____

AGREEMENT (CONTRACT)
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____, in the year _____, 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:

Includes furnishing materials, labor, tools, equipment, management, supervision and incidentals necessary to design, installation, operation, maintenance and management of self-service electric vehicle charging stations at various Town parking locations, in complete and strict accordance with specifications in the Request for Proposals.

Contractor shall have experience in self-service electric vehicle charging station services, and shall demonstrate a level of expertise, technical knowledge, innovation and overall capacity to provide self-service electric vehicle charging station services.

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

TOWN OF BAY HARBOR ISLANDS
CONTRACT NO. BHI 217
“ELECTRIC VEHICLE CHARGING STATIONS FOR TOWN PARKING LOCATIONS”

Article 2 NOT APPLICABLE

Article 3 CONTRACT TIME

- 3.1 The Work will be substantially completed within 180 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 210 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

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document and the Schedule of Values provided for payment request purposes in current funds as follows:

Contract	Price
\$ _____	

Contract	Price	(in	Words)

—			

Article 5 PAYMENT PROCEDURE

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

- 5.1 Progress Payment. 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 on the basis of 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

In order 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 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 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 the 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
- 8.3 Performance and Payment Bonds
- 8.4 Notice of Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications
- 8.8 Location Maps
- 8.9 Addenda
- 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

CONTRACTOR

Town of Bay Harbor Islands

ADDRESS

ADDRESS

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

BY _____

BY _____

Printed Name

Printed Name

Town Manager

Title

Title

WITNESS _____

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



AMERICAN CONSULTING
ENGINEERS COUNCIL



**National Society of
Professional Engineers**
Professional Engineers in Private Practice



AMERICAN SOCIETY OF
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This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



Advancement
of Construction
Technology

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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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 commence 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.

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.

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 more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

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, 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

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.

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 or 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

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.

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 Companies" 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:

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 operation 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 amount 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);

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:

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 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 CONTRACTOR 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, 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 area 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 a 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 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 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.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to 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, 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 Documents. 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.

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.

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 allow-

ances 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;

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.

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.

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 responsibility.

ties 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.

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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. Sub-Subcontractor is an individual or entity having a direct contract with any Subcontractor for the performance of a part of Work at the Project.

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ARTICLE 5 – BONDS AND INSURANCE – Page 15

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 Worker's 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

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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 Contractor's 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.B.10 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 18

SC-6.01

Add the new paragraphs immediately after paragraph 6.01.B of the General Conditions.

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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 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

Add the new paragraphs immediately after paragraph 6.02.B of the General Conditions.

The Project sites being located in a single and multifamily residential area, 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 5:00 p.m. Monday through Friday. No work shall be performed on Saturdays or Sundays 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.

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Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

Nor does such acceptable 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 paragraphs 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, 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.

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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

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worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 8 – OWNER'S RESPONSIBILITIES - Page 26

Throughout this Article, OWNER is interchangeably 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 MANAGER, STAFF ENGINEER or PROJECT MANAGER.

SC-8.02

Delete paragraph 8.02 A.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION - Page 27

The use of "Engineer" throughout this Article shall mean the Town's "Staff Engineer or Project Manager".

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 29

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

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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 30

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

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 shortage 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 or 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 STAFF 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, material-man, supplier or laborer on the Project. In no event, if any such events of delay occur, shall any subcontractor, material-man, supplier or laborer be entitled to additional compensation for delays including claims for extended general conditions, extended overhead and the like against the TOWN.

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ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK – Page 34

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 his 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 CONTRACTORS AND COMPLETION – Page 36

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 material-man, 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

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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 worked 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 an 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.

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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, Asbuilts, 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 40

SC-15.03

Delete paragraph 15.03.A.3 in its entirety.

Delete paragraph 15.03.A.4 in its entirety.

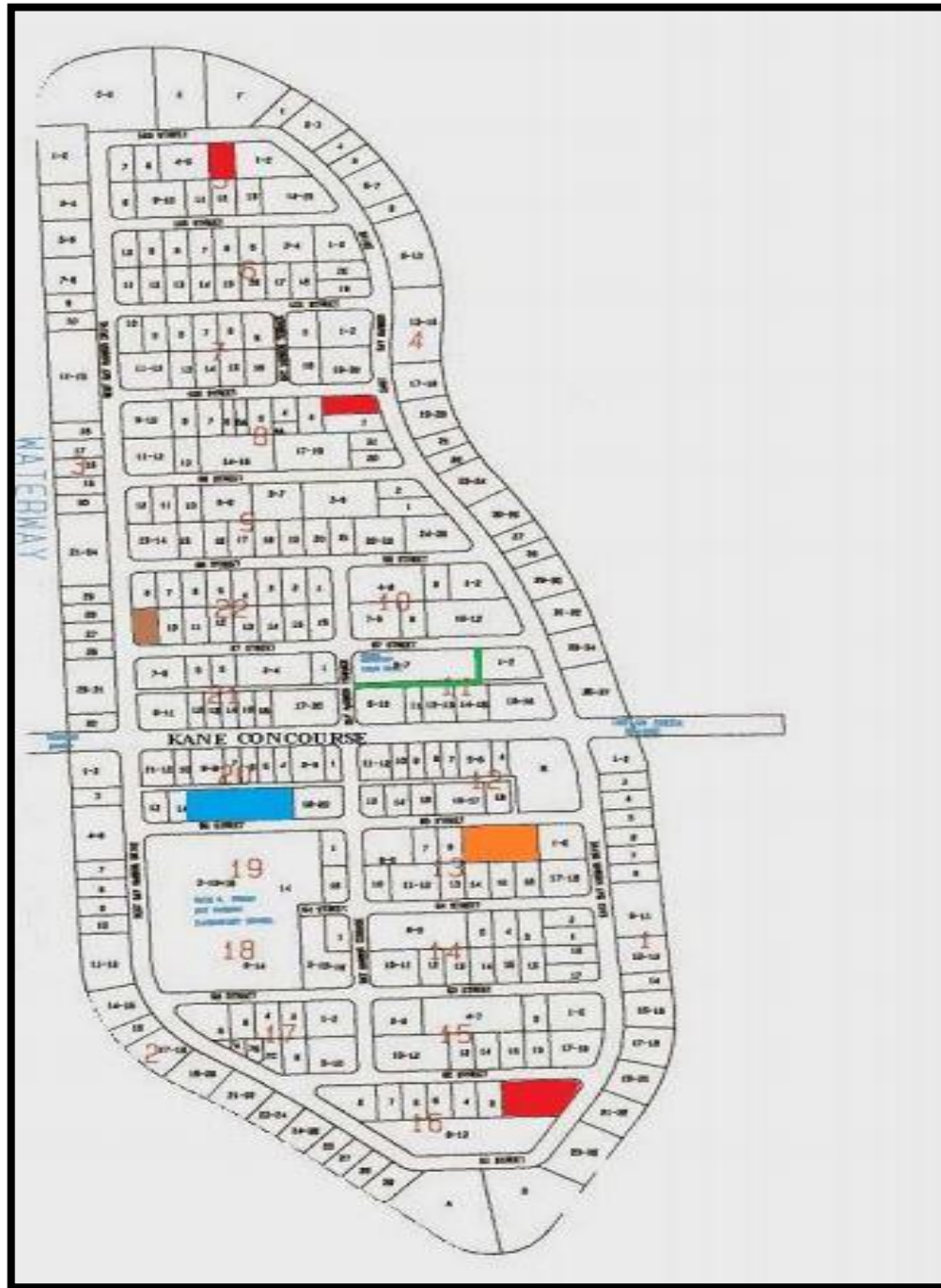
SC-15.04

Amend paragraph 15.04.A by deleting the last sentence of the paragraph.

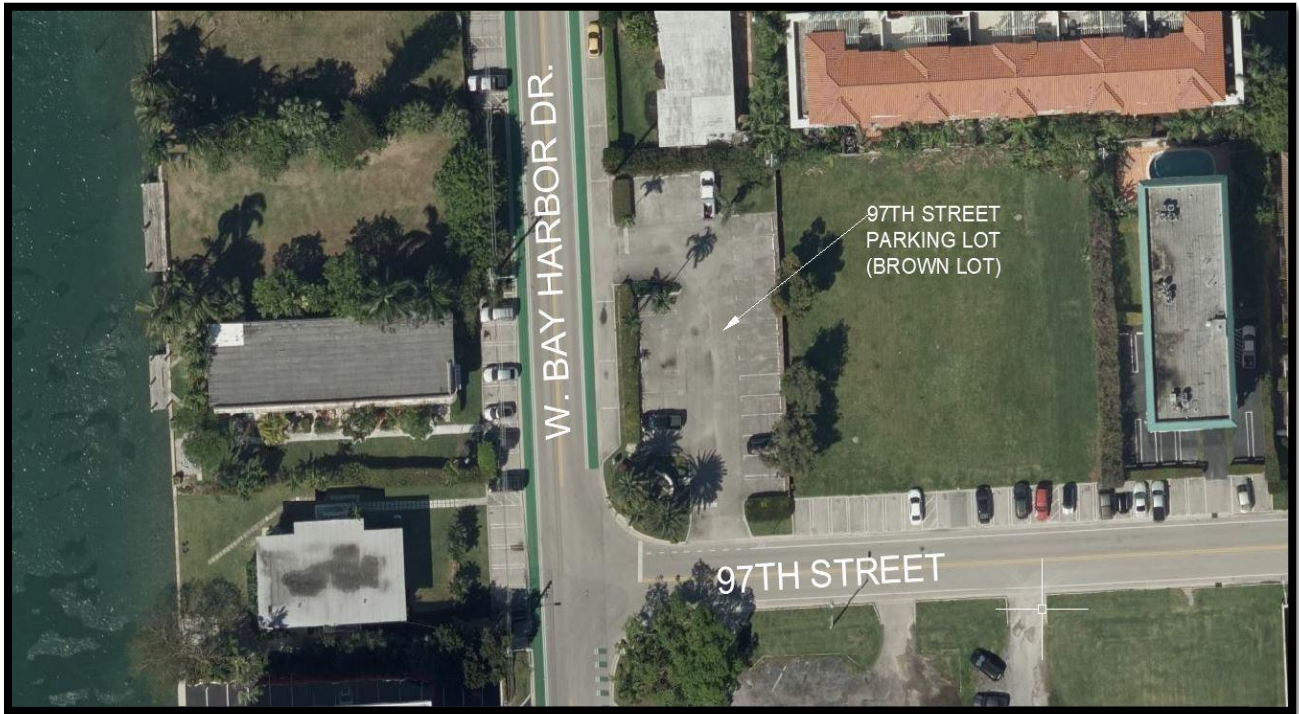
APPENDIX I

LOCATION PHOTOS

LOCATION OF PARKING LOTS IN THE TOWN OF BAY HARBOR ISLANDS



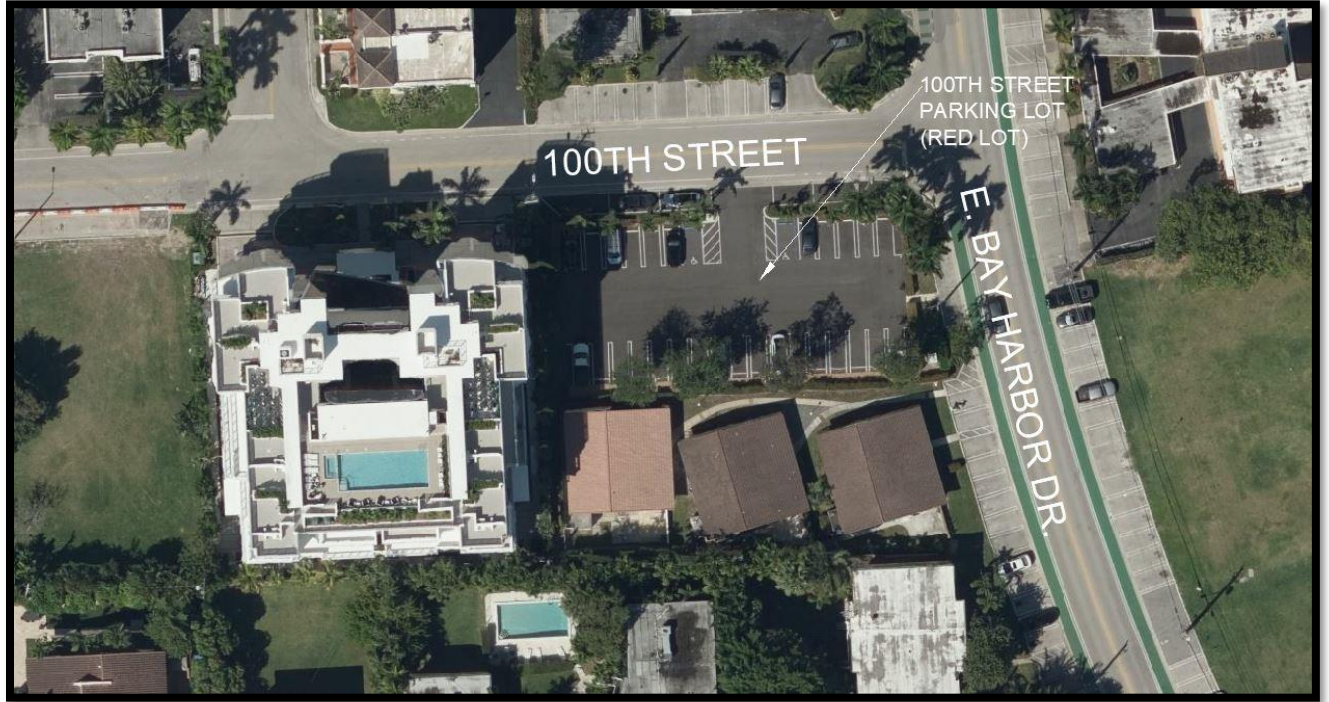
97TH STREET PARKING LOT



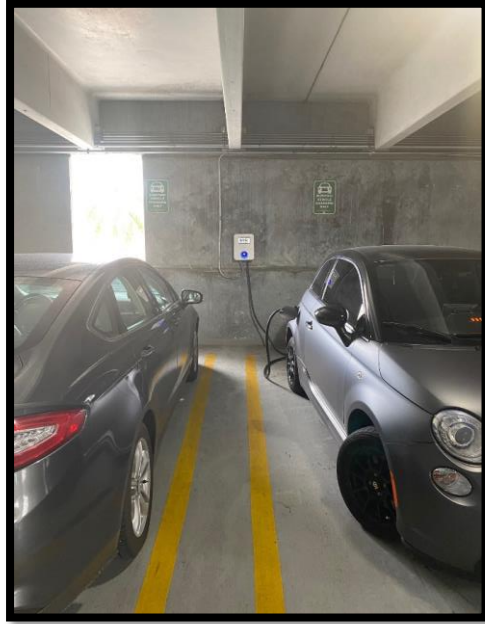
103rd STREET PARKING LOT



100th STREET PARKING LOT



95TH STREET PARKING GARAGE

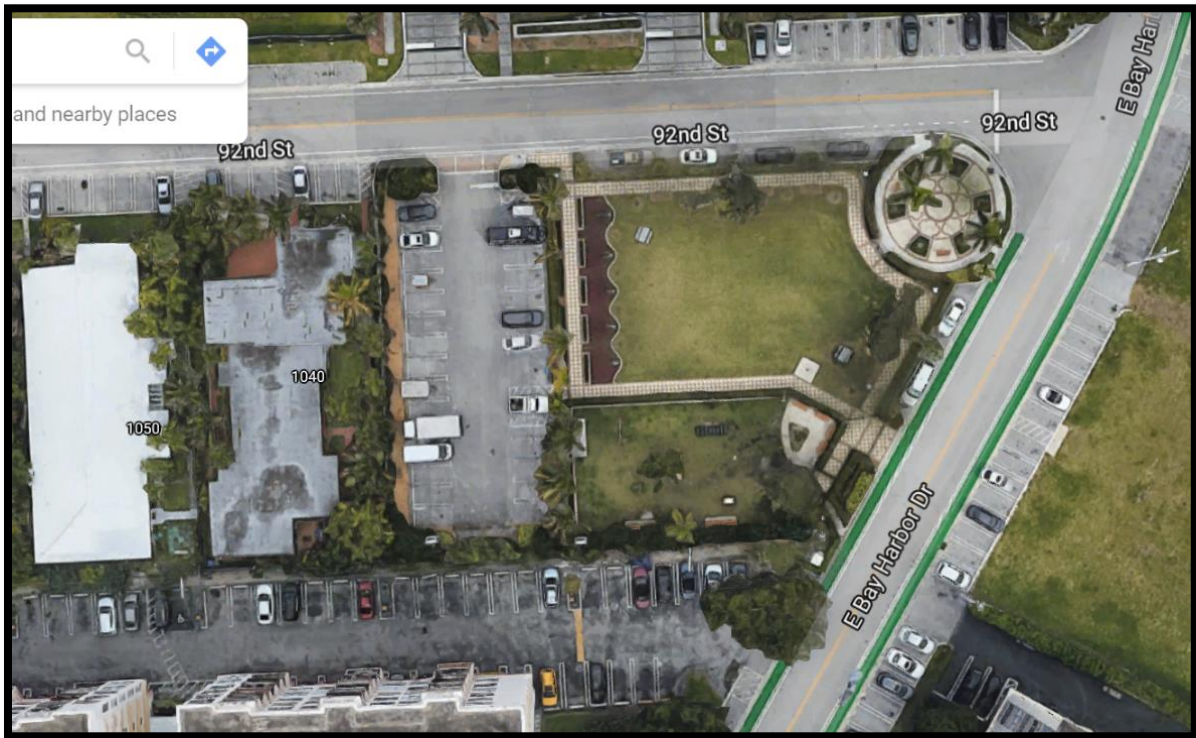


Existing Blink Charger (1 charger for two spaces)



Proposed Dual Port Charger (1 port with 2 chargers)

92nd STREET PARKING LOT



AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a Request for Proposals (RFP) for replacement of all Audio and Video equipment for the Council Chambers. Enclosed is a copy of the proposal package materials.

DESCRIPTION:

Staff hereby request the Town Council consideration to approve the issuance of a Request for Proposals (RFP) for replacement of all Audio and Video Equipment for the council chambers. Currently, the Town Council chambers equipment is over twenty years old and is constantly failing.

The Town is seeking a turnkey solution, including but not limited to designing, furnishing and installing the requested AV equipment for the Council Chambers.

Enclosed is a copy of the Request For Proposal documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The replacement of Audio and Video equipment at the Council Chambers will be budgeted for Upcoming Fiscal Year 2021-2022 on the line item 001.5190.400063.000 Improvements (Excl. Buildings). Town Management will re-allocate appropriations to include \$50,000 for Audio and Video equipment on the line item 001.5190.400063.000 while the overall line item appropriations for the next year will stay the same at the \$268,808 for next Fiscal Year.

The replacement of Audio and Video equipment costs are not known at this time since the Information Technology department is only requesting to issue a Request for Proposal (RFP) as of right now. Upon the successful completion of the RFP, the cost of replacement of Audio and Video equipment will be known. At that point the Town Manager is authorized by State Statute to adjust the budget if the overall expenditures for the Fund total does not change.

The replacement of Audio and Video equipment will fall under eligible expenditures for American Rescue Plan (ARP) since it will improve the communication and outreach to the Town Citizen and will be categorized a ARP Broadband improvement."

BUDGET IMPACT:

Submitted By: Robert Gonzalez, I.S. Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. AV Chambers Upgrade Project

Request for Proposal – AV Chambers Upgrade Project.

Town of Bay Harbor Islands, Florida

Overview

The Town of Bay Harbor Islands is a municipality with approximately 6,000 residents. The Town employs approximately 60 civilian employees and 23 police officers.

Purpose, Description, Qualifications and Insurance Requirements

Purpose:

The purpose of this Request for Proposals (RFP) is to solicit bids from various companies, conduct and evaluation, and select the company who can best serve our needs.

Description:

The reason of this project is to provide an updated audio and video system for our council chambers, where our public meetings are conducted.

Professional Qualifications:

We are looking for a company with at least 5 years of experience in the audio/visual field, and expertise in recording and streaming hybrid meetings, in a variety of hardware environments. Qualifying bids will be asked to show us some references of prior work done in these fields, along with any relevant certification you may have acquired.

Insurance and other Requirements:

Proof of Professional Liability insurance that includes coverage for both Hardware and software copyright infringement and the selected company would need to request building permits from our building department.

Scope

1. The scope of this project will consist of design and installation of a new Audio and Video system for the Town Hall Chambers. On the audio side, this will include new Digital Sound Processors, microphones, relevant power amplifiers and audio interfaces, line conditioning and proper cabling. For video, there will be new hardware for recording and streaming live hybrid meetings, including HD cameras, as well as relevant video interfaces, new TV displays, capture devices and necessary software. Also, individual, embedded monitors will be provided in the dais, for all council chambers and staff.
2. The selected bidder will be responsible for committing to timeframes and schedules based on deadlines that will be established.
3. Contract terms and conditions will be negotiated upon selection of the winning bid.

Timeline

Sealed Bids must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, by 3:00 PM, August 25th, 2021, at which time bids will be publicly opened and read aloud. Bids need to be clearly marked "RFP AV Chambers Upgrade Project" and must be sealed.

Evaluation of the bids will be conducted thereafter. *The project's timeline will be discussed in more detailed when the bid is awarded.

*Times and dates are subject to change.

Budget

All proposals must include proposed costs to complete the task described in the project scope. All costs must be itemized to include an explanation of all fees and costs.

Questions

If you have any questions regarding the RFP, please send them to the attention of Roberto Gonzalez by email at rgonzalez@bayharborislands-fl.gov

All questions must be submitted in writing and all questions and responses will be shared with all prospective bidders.

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an Interlocal Agreement between the Town and Miami-Dade County Clerk of Courts for upgrades to the Uniform Digital Parking Citation System. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The attached Interlocal Agreement will allow for an upgrade to the Uniform Digital Parking Citation system that the Town has been participating in with Miami Dade County since February 1, 2002. The existing Digital System operates on a 3G technology platform that will no longer be operational as of November 30, 2021; and, as such, the existing handheld digital devices used as part of the system will become obsolete as of such date. This agreement will allow the Town through procurement by Miami-Dade County to receive new handheld devices that operate on a 5G technology platform; allowing the Town to continue to provide efficient digital parking citation services.

The cost of the upgrade is necessary to maintain digital connection between the Town and the Miami Dade County, otherwise the Town will revert back to the paper citations and reports about citations will have to be printed and delivered manually, either using Post Office or hand delivered by Town's staff. This approach is inefficient and prone to errors and omissions.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

There is no immediate cost for the upgrade that needs to be appropriated to the FY 2020-2021 Budget and beyond. The funding for the upgrade will be financed by the Parking tickets issued to the vehicle owners violating the parking ordinance. The upgrade will be financed by the Miami-Dade charging Cost recovery fee of \$1.25 per ticket issued by the Town's parking enforcement staff until it is fully paid.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. Interlocal Agreement Bay Harbor Islands 2021

AGREEMENT

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into as of this ____ day of _____, _____, by and between the Miami-Dade Clerk of Courts, (“CLERK”) and the Town of Bay Harbor Islands, a municipal corporation under the State of Florida, (“CITY”).

WITNESSETH:

WHEREAS, the Miami-Dade County Clerk’s Office is vested with the intergovernmental jurisdiction to manage the Parking Violations Bureau, which oversees the collection and disbursement of parking violation revenues; and

WHEREAS, the Florida Interlocal Cooperation Act (Section 163.01, Florida Statutes) authorizes public agencies to enter into agreements with other public agencies by which services and equipment are shared and financial support related to such services and equipment is allocated between such public agencies.

WHEREAS, in order to capture revenue lost due to illegibility or issue error, as well as to enhance productivity, scofflaw and stolen vehicle enforcement, and to ensure the public a uniform process for the payment and appeal of parking citations, the CLERK, in coordination with all Miami-Dade County cities, has served as a catalyst in the procurement of a Digital Parking Citation Issuing System; and

WHEREAS, the CLERK has established a Uniform Digital Parking Citation Issuing System (hereinafter referred to as the “SYSTEM”) for use by the Office of the Clerk (Parking Violations Bureau); and

WHEREAS, the CITY, pursuant to an Interlocal Agreement authorized pursuant to the Florida Interlocal Cooperation Act and entered into with the CLERK on February 1, 2002, agreed to participate in the SYSTEM, which was successfully deployed and has been operational since such date; and

WHEREAS, the existing SYSTEM operates on a 3G technology platform that will no longer be operational as of November 30, 2021, and, as such, the existing handheld devices used as part of the SYSTEM will become obsolete as of such date; and

WHEREAS, the CLERK has entered into an agreement with Duncan Parking Technologies, Inc., to procure new handheld devices that operate on a 5G technology platform that will permit for continued operation of the SYSTEM; and

WHEREAS, the CITY desires to continue to be a part of the CLERK'S Uniform Digital Parking Citation Issuing System; and

WHEREAS, the CLERK and the CITY both endeavor to provide the citizens with the best possible parking enforcement services supported by cutting edge technology; and,

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the CLERK and the CITY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the CLERK

The CLERK agrees to:

1. Maintain a Countywide Digital Parking Citation Issuing System, which will include all of the equipment listed in ATTACHMENT A and any upgrade to those items listed.
2. Make satisfactory arrangements to ensure that the components of the SYSTEM listed in ATTACHMENT A and any upgrade thereto will be serviced when necessary.
3. Provide trained and qualified personnel to operate the SYSTEM at the Parking Violations Bureau and provide support to the municipalities on a seven (7) days a week, 12 hours a day basis (7 A. M. -7 P. M.).
4. Designate a person (hereinafter referred to as "Project Manager") who will be responsible for handling contract administration for the SYSTEM, administer the SYSTEM and handle all issues arising out of, under, or in connection with the SYSTEM, including but not limited to: processing change orders and modifications to the contract; coordinating implementation, installation and maintenance of all equipment necessary to the satisfactory operation of the SYSTEM; and addressing all business and technical issues.

ARTICLE TWO

Responsibilities of THE CITY

The CITY agrees to:

1. Accept from the CLERK and utilize the equipment detailed in ATTACHMENT A and any upgrade thereto, which equipment and system will enable the CITY to issue parking citations and transmit and receive parking citation related information.

2. Maintain all functional records and accounts that relate to the SYSTEM (including but not limited to system and officer login and logout, starting and ending citation for each officer and shift, citation transmittal sheets, and data upload and download records) in accordance with Generally Accepted Accounting Principals (GAAP) and provide the CLERK access to said accounts and records for auditing purposes for the duration of the AGREEMENT.

3. Utilize and operate the SYSTEM and participate in the program as instructed by the CLERK and as fully as possible during the terms of this AGREEMENT. The CITY shall care for and protect all equipment issued by the CLERK for which the CITY receives custody.

4. Notify the CLERK immediately regarding the mechanical failure of any components of the SYSTEM.

5. Accept the CLERK's authority and responsibility for administering the contract on behalf of the CITY with the Contractor, and let the CLERK, or his designee, act as the Project Manager who will be the CLERK's and the CITY's technical representative for the SYSTEM.

6. To pay for the cost of any interface or application not supported by the SYSTEM. The implementation and use of any interface or application will be at the Clerk's sole discretion.

ARTICLE THREE

Cost Recovery

As authorized pursuant to Section 163.01(5)(d) the Florida Interlocal Cooperation Act, the CLERK and the CITY have agreed to the manner in which the parties to this AGREEMENT will provide from their

treasuries the financial support necessary to operate and maintain the SYSTEM. The CITY hereby authorizes the CLERK to deduct a COST RECOVERY FEE from the CITY equaling one dollar and twenty-five cents (\$1.25) per each citation issued by the CITY and processed through the SYSTEM, for the purpose of cost recovery by the CLERK for administration of the SYSTEM. The CLERK will commence collecting said COST RECOVERY FEE upon the CITY's receipt and use of the equipment described in ATTACHMENT A. Citations issued by the CITY which are voided within twenty-one (21) days of issuance will not be charged a COST RECOVERY FEE by the CLERK.

ARTICLE FOUR

Financing

As stipulated in Article One, Responsibilities of the CLERK, the CLERK will make all the necessary arrangements to acquire the SYSTEM. Included in the acquisition will be all of the items described in ATTACHMENT A and any upgrade thereto.

ARTICLE FIVE

Right to Offset

If the CITY fails to meet any of its obligations as set forth in this AGREEMENT and as determined by the CLERK, and the CLERK incurs costs, expenses or damages as a result of such failure, the CLERK, reserves the right to offset said costs, expenses or damages from any sums due the CITY from any parking ticket revenue source in an amount equal to the CLERK's costs, expenses and damages, as determined by the CLERK, but subject to the provisions of Article Eight.

ARTICLE SIX

Cancellation

A. If the CLERK determines, in its sole discretion, to discontinue the PROGRAM in whole or in part, then the CLERK shall have the right to cancel this AGREEMENT, without penalty or stated cause, by providing the CITY sixty (60) days advance written notice via certified mail. Furthermore, the CITY shall have the right to cancel this AGREEMENT without stated cause by providing the CLERK sixty (60) days advance written notice via certified mail. The CITY will return the equipment described in ATTACHMENT A to the CLERK within thirty (30) days of any such cancellation.

B. If the CITY cancels or terminates this AGREEMENT, for any reason, the CITY will be responsible for the payment of a CANCELLATION FEE to the CLERK equal to the “Total Equipment Cost” described in ATTACHMENT A; provided, however, that upon the first day of each subsequent month from the effective date of this AGREEMENT, the CANCELLATION FEE shall be automatically reduced by one twenty-fourth (1/24th) from the initial CANCELLATION FEE.

ARTICLE SEVEN

Correspondence

It is understood and agreed that any official notices that result from or are related to this AGREEMENT must be in writing and shall only be considered delivered when done so by certified mail to:

THE CITY

TOWN OF BAY HARBOR ISLANDS, FL

9665 Bay Harbor Terrace

Bay Harbor Islands, Florida 33154

Attn: Jenice Rosado

CLERK OF COURTS

PARKING VIOLATIONS BUREAU

22 N.W. 1st Street, 4th Floor

Miami, Florida 33128

Attn: John Suarez

ARTICLE EIGHT

Settlement of Disputes and Venue

The parties agree that the CLERK shall be the administrator of this AGREEMENT and shall decide all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, and the CLERK’S decisions hereunder shall be binding upon the parties hereto. Nothing contained in this AGREEMENT prevents either party from seeking satisfaction through a court of competent jurisdiction, provided that the administrative remedy of petitioning the CLERK is first exhausted. The laws of the State of Florida shall govern this AGREEMENT and venue shall be proper exclusively in the 11th Judicial Circuit of Florida (Miami-Dade County).

ARTICLE NINE

Terms of the Agreement

The duration of this AGREEMENT shall be for an initial period of two (2) years unless the AGREEMENT is terminated by the CLERK in its sole discretion. All of its terms and conditions shall

remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent.

ARTICLE TEN

Assignments

The CITY's obligations hereunder are not assignable. The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of its rights under the AGREEMENT, or any interest in any portion of same, without the prior written consent of the CLERK, which consent will not be unreasonably withheld.

ARTICLE ELEVEN

Complete Agreement

No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE TWELVE

Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the parties and the CLERK as AGREEMENT administrator.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their appropriate officials, to be effective on the date above first written.

ATTEST:

TOWN OF BAY HARBOR ISLANDS

By: _____
Town Clerk

By: _____
Maria Lasday, Town Manager

ATTEST:

**CLERK OF COURTS,
MIAMI-DADE COUNTY, FLORIDA**

By: _____
Clerk's General Counsel

By: _____
Harvey Ruvin, Clerk of Courts

ATTACHMENT A
(Year 2021 Agreement)
Hardware / Software Inventory
The Town of Bay Harbor Islands

HARDWARE INVENTORY	
XFI Note 20 Handheld Devices	4
Charger Multiplexer	1
Personal Computer	1
Total Equipment Cost	\$10,316.15

SOFTWARE INVENTORY	
MS Windows	1
AutoIssue	1
Parking Enforcement Management System	1

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 8.

ITEM: Approval and Ratification of an Agreement between the Town of Bay Harbor Islands and Calvin, Giordano & Associates, Inc. and BCC Engineering, LLC (Lakes Engineering) to perform visual inspections on multiple high and low rise buildings to identify any visible spalling and/or deterioration of the concrete structures. Enclosed is a copy of the proposal as submitted by Calvin, Giordano & Associates and BCC Engineering, LLC (Lakes Engineering, Inc.).

DESCRIPTION:

This is an agreement being brought to Council for ratification. The Town as a consequence of the Surfside collapse and the subsequent emergency order declared by our Mayor, has decided to engage the firm of Calvin, Giordano & Associates, Inc. and BCC Engineering, LLC (Lakes Engineering, Inc.) to perform visual inspections on multiple high and low rise buildings in order to identify any visible spalling and/or deterioration of the concrete structures. The Firms will visit each site, accompanied by the Chief Building Official, to observe visible structural conditions.

These visits are not intended to replace the 40 Year Recertification process; it is only an interim measure to identify potentially unsafe conditions that might be detected while the Recertification process is underway. All inspections will be visual, with no removal of finishes and no destructive or non-destructive testing.

The Town will be responsible for coordinating access to the buildings. The engineering firms will provide the Town with a comprehensive report of their findings.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Calvin, Giordano & Associates, Inc.

Building / Roofing Inspector: \$155.00 an hour

Engineer: \$155.00 an hour

Services beyond 5pm and Saturdays: \$232.50 an hour

Services requested on Sundays: \$310.00 an hour

BCC Engineering, LLC

Hourly Rates:

Division Manager / Chief Engineer: \$170.00

Licenses Professional Engineer: \$125.00

Engineer Intern: \$105.00

Current Fiscal Year 2020-2021 budget line item 001.5240.400031.000 Professional Services has \$179,000 expenditures budgeted. As of June 30, 2021 of the budgeted amount \$77,020.22 was already spent, and 101,979.78 still available for Civil PE, Consultant and Town Planner services.

Since there are only three months left in Current Fiscal year 2021-2022, the costs of agreed contract with Calvin, Giordano & Associates, Inc. and BCC Engineering, LLC for visual inspections, should be absorbed to the line item with no additional fiscal impact.

For Next Fiscal Year 2021-2022 there are \$185,000 budgeted in line item 001.5240.400031.000 Professional Services, and whether there is any additional Fiscal Impact on Building Department budget depends on the hours needed to perform building inspections. In the event that visual building inspections cost exceed the amount budgeted, the Budget Amendment might be necessary and Fund Balance reserves appropriations needed to balance the next Fiscal Year's 2021-2022 General Fund budget.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Visual Inspections	8/11/2021	\$0.00	001.5240.400031.000	Professional Structural Engineers - Site Visits	\$101,979.78

Submitted By: Jenice Rosado, Assistant Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. Calvin Contract
2. BHI -BCC Structural Condition Assessments



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

DATE: July 8, 2021

RE: Building/Structural Inspections as Needed Services

CLIENT: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

ATTENTION: Joshua D. Fuller, Mayor

**CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING
ADDITIONAL SERVICES:**

I. Building/Structural Inspections

Calvin, Giordano & Associates, Inc. shall provide staff to perform a visual inspection on multiple high- and low-rise buildings to identify any visible spalling and/or deterioration of the concrete structure. The Town is responsible for coordinating access to each building. Services exclude destructive testing. A report documenting our findings along with applicable photos will be provided to the Town upon completion of each building.

Services for this scope will be provided under the Continuing Services Agreement for Professional Engineering Services for a Specific Project.

COST OF THESE SERVICES (Hourly with a 2-hour minimum)		
I	Building/Roofing Inspector	\$155.00 an hour
II	Engineer	\$155.00 an hour
III	Services requested beyond 5 pm and Saturdays	\$232.50 an hour
IV	Services requested on Sundays	\$310.00 an hour

Legal Disclaimer: Calvin Giordano & Associates, Inc.'s inspections of the "residential buildings" referenced herein are confined to visual and accessible areas only. Calvin Giordano & Associates, Inc.'s structural engineers and building inspectors shall not inspect items, areas, or conditions that are not reasonably and safely available to carry out a visual inspection, which may include roofs, subfloor areas, and ceiling cavities and high, constricted or dangerous areas for which inspection is not permitted by Occupational Safety and Health Association regulations. Further, Calvin Giordano & Associates, Inc.'s structural engineers and building inspectors, to be determined within their discretion, shall not inspect any area of the "residential buildings" considered dangerous or hazardous to their safety and health.

The scope of the inspection and the corresponding report for each residential building shall be limited to only a visual inspection to identify whether any visible concrete spalling and/or deterioration of the concrete structure exists as of the date and time of the inspection. The inspections do not cover latent defects not reasonably and readily observable or detectable during the inspection process nor those that may be covered by recent repairs, remodeling, painting, or defects that may be concealed or obstructed. Further, the visual inspection is limited to only the current condition inspected as of the date of inspection. Calvin Giordano & Associates Inc. shall not take any samples nor perform any testing, whatsoever, as part of its inspections.

Calvin Giordano & Associates, Inc. shall not provide any opinions concerning the structural integrity of the residential buildings or the significance of any reasonably observable spalling and/or deterioration of the concrete structure. These defects shall be noted in the inspection report and photographed for purposes of providing notice of the existence of such defects to the Town; Calvin Giordano & Associates, Inc. shall not provide any opinions or recommendations to the residential building owners relating to the significance of any noted defects and/or structural integrity of the building including but not limited to providing recommendations for inspections or evaluations, retention of consultants, engineers, or other professionals, testing, maintenance, repairs, and/or remedial work. The inspection shall not be construed to be a complete code compliance inspection, an inspection for hazardous materials, an inspection of heating, cooling, plumbing, and/or electrical systems, a fire safety inspection, and/or any re-certification inspection.

The inspection report issued by Calvin, Giordano, & Associates, Inc. shall only reflect those items/conditions that are readily and reasonably observable at the time of inspection and NO REPRESENTATION OR COMMENT SHALL BE MADE CONCERNING (I) ANY LATENT DEFECT OR DEFECTS NOT READILY OR REASONABLY OBSERVABLE AT THE TIME OF THE INSPECTION OR (II) OF ITEMS/CONDITIONS WHICH REQUIRE DESTRUCTIVE TESTING AND/OR THE REMOVAL OF MAJOR OR PERMANENT COVERINGS. FURTHER NO COMMENTS OR REPRESENTATION CAN OR SHALL BE MADE CONCERNING ANY THE FUTURE PERFORMANCE OF ANY ITEM OR CONDITION AND NO REPRESENTATION SHALL BE MADE AS TO ITEMS/CONDITIONS NOT SPECIFICALLY COMMENTED UPON IN THE INSPECTION REPORT.

Calvin, Giordano & Associates, Inc. shall not be responsible or liable to the Town for any future unforeseen concrete spalling, concrete deterioration, structural damage, or other deficiencies that were not readily or reasonably observable by the inspector, that may occur intermittently, or that have been concealed prior to the inspection. To the extent any deficiencies are noted or any comments or representations are made concerning an item or condition readily or reasonably observable at the time of the inspection, it shall be the responsibility of the building owners to investigate such defects, perform additional inspections and evaluations by qualified consultants, engineers, and/or other professionals, perform testing, maintenance, repairs, and/or remedial work that may be necessary. ALL WARRANTIES EXPRESSED OR IMPLIED, NOT SPECIFICALLY STATED HEREIN ARE EXCLUDED AND DISCLAIMED. It shall not be the responsibility of Calvin Giordano & Associates, Inc. by performing these inspections to protect personal property interests or ensure the quality of buildings that individuals erect or purchase.

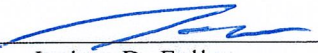
Indemnity: To the fullest extent permitted by law, the Town agrees to indemnify and hold harmless Calvin Giordano & Associates, Inc. and their constituent officers, directors, members, shareholders, and employees (collectively, "Indemnitee") from and against any and all liabilities, claims, actual losses, obligations, penalties, actions, judgments, actual damages, out-of-pocket costs and expenses, however characterized, including but not limited to reasonable attorney's fees and disbursements in connection therewith (collectively "Liabilities") arising from third-party claims against Indemnitee alleging personal injury or property damage, which were alleged to be caused, in whole or in part by the negligent acts, errors, omissions, or misconduct of Indemnitee in the performance of the services of the Indemnitee under this Agreement.

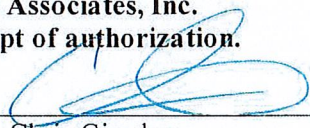
Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, CALVIN GIORDANO & ASSOCIATES, INC. EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CALVIN GIORDANO & ASSOCIATES, INC. BE LIABLE TO TOWN FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. IN NO EVENT SHALL THE LIABILITY OF CALVIN GIORDANO & ASSOCIATES, INC. UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE ABSOLUTELY NO PERSONAL LIABILITY ON THE PART OF THE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS OF OWNER, CONSULTANT, OR THEIR RESPECTIVE PARENTS OR AFFILIATES OR THEIR SUCCESSORS AND PERMITTED ASSIGNS OF ANY OF THE FOREGOING ENTITIES WITH RESPECT TO ANY OF THE TERMS, COVENANTS, OBLIGATIONS AND CONDITIONS OF THIS AGREEMENT, ABSENT WILLFUL OR WANTON MISCONDUCT.

AUTHORIZATION

Kindly sign and return this authorization at your earliest convenience.

**Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization.**

By: 
Joshua D. Fuller
Mayor

By: 
Chris Giordano
President

Date: 7/9/21

Date: 7/9/21

Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, CALVIN GIORDANO & ASSOCIATES, INC. EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CALVIN GIORDANO & ASSOCIATES, INC. BE LIABLE TO TOWN FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. IN NO EVENT SHALL THE LIABILITY OF CALVIN GIORDANO & ASSOCIATES, INC. UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE ABSOLUTELY NO PERSONAL LIABILITY ON THE PART OF THE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS OF OWNER, CONSULTANT, OR THEIR RESPECTIVE PARENTS OR AFFILIATES OR THEIR SUCCESSORS AND PERMITTED ASSIGNS OF ANY OF THE FOREGOING ENTITIES WITH RESPECT TO ANY OF THE TERMS, COVENANTS, OBLIGATIONS AND CONDITIONS OF THIS AGREEMENT, ABSENT WILLFUL OR WANTON MISCONDUCT.

AUTHORIZATION

Kindly sign and return this authorization at your earliest convenience.

**Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization.**

By: Maria Lasday
Maria Lasday
Town Manager

By: Chris Giordano
Chris Giordano
President

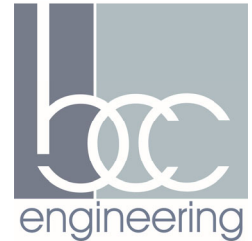
Date: 7/9/2021

Date: 07/06/21

July 20, 2021

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

Attention: Douglas P. Armstrong
Public Works Director



Reference: **Structural Condition Assessments**
Bay Harbor Islands, FL
Fee Proposal for Structural Engineering Services

Dear Mr. Armstrong,

Thank you for inviting BCC Engineering, LLC (BCC) to offer our Fee Proposal to provide Structural Engineering Services. We appreciate the opportunity to collaborate with you on this Project and look forward to future opportunities.

Project Description

The Town of Bay Harbor Islands has identified 62 properties that have reached an age of 40 years since 2013 and are therefore subject to the 40 Year Recertification process per Miami-Dade County Code Section 8-11(f). A spreadsheet prepared by the Town indicates the status of each property's response to the County's notice to the owner. The status of each property varies, including requests for extensions, submittal of a report that was denied by the County, submittal of a report under review by the County, submittal of a report with repairs pending, completion of repairs with inspection pending, unclaimed notice letters returned to the Town and no response.

In a July 15, 2021 email to Lakes Engineering, a BCC company, you have requested that BCC conduct cursory site visits of each property, accompanied by the Town's Chief Building Official, to look for unsafe conditions.

Scope of Services

BCC will visit each site, accompanied by the Chief Building Official, to observe visible structural conditions. This visit is not intended to replace the 40 Year Recertification process; it is only an interim measure to identify potentially unsafe conditions that might be detected while the Recertification process is underway. BCC's observations will be limited to those areas made accessible by the Town and building owners. All inspections will be visual, with no removal of finishes and no destructive or non-destructive testing. Where structural elements are accessible, we will look for signs of structural distress such as cracking, spalling, corrosion and excessive deflections. We will be unable to make any determination about the condition of inaccessible structural elements.

BCC will prepare an engineering report for each property, identifying the extent and limitations of the observations, along with an assessment of whether unsafe conditions were observed.

Although the 40 Year Recertification process includes structural and electrical assessments, our work will be limited to structural components of the buildings. Electrical assessments are excluded from our scope of work.

Basic Services Fee

We propose to provide the described Basic Services at an hourly rate. Billable time will include time spent on site, time travelling to and from the sites and time at the office preparing assessment reports.

Hourly rates shall be as follows:

Division Manager/Chief Engineer	\$170.00
Licensed Professional Engineer	\$125.00
Engineer Intern	\$105.00

Reimbursable Expenses as defined by AIA C141 shall be invoiced at 1.1 times costs.

Additional Services

Services beyond those outlined under Basic Services will be provided for an additional negotiated fee. BCC will provide Additional Services after receipt of written authorization by Client.

Payments

Billings will be monthly based upon hours incurred. Reimbursable expenses will be billed monthly as they are incurred.

If the services covered by this Agreement have not been completed by December 21, 2021 for reasons beyond our control, the amounts of compensation set forth in this Agreement shall be equitably adjusted. If this proposal is not accepted within 90 days, it shall become void.

Our proposal, Exhibit A "General Provisions" and Exhibit B "Work Authorization" are attached to and made a part of this Agreement.

We hope this Proposal meets your expectations. If this Proposal is acceptable to you, please sign Exhibit B and return a copy to us. We will sign and return one copy to you.

We look forward to working with you on this project.

Sincerely,

BCC ENGINEERING, LLC



CHRISTIAN AQUINO, P.E., S.I.
Structures Division Manager

CA
Attachments

EXHIBIT A- GENERAL PROVISIONS

1. **General Provision:** This Exhibit is part of the Letter Proposal dated July 13, 2021 between Town of Bay Harbor Islands (Client) and BCC Engineering, LLC (Engineer) for **Structural Condition Assessments**, and shall be incorporated into any agreement, whether signed or unsigned, between the Engineer and the Client (the "Agreement"). An order by the Client for the commencement of the work and services to begin shall be deemed an acceptance of these General Provisions. In case of any conflict between these General Provisions and any other contract document between the Client and Engineer, these General Provisions shall control.
2. **Authority:** The following persons are the only individuals who have authority to sign any form of contract document or otherwise bind the company in writing or verbally: Jose Munoz, Ariel Millan, Victor Herrera, Steven Goldstein, and Christian Aquino. No other individual has the authority, whether actual or apparent, to bind the Engineer in any respect.
3. **Project Fee:** The Project Fee as presented in this Proposal anticipates that the Project will be completed within one year from the date of the Proposal. In event that there is a delay, for any reason, the Engineer reserves the right to adjust the price of the Contract to rates in use when the work is actually performed.
 - (a) Direct Personnel Expense is the direct salary of the employee and the cost of his or her mandatory and customary contributions and benefits, such as employment taxes and other statutory employee benefits, insurance, paid time off, holidays, and similar contributions and benefits.
 - (b) Reimbursable Expenses are in addition to compensation for Basic and Additional Services. These are expenses incurred by the Engineer, its employees and authorized sub-Consultants in the interest of the Project, including long distance calls, special handling and delivery (overnight), travel to include lodging and meals, and any printing cost incurred by anyone other than the Engineer.
4. **Payments of Services:** Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. When the Engineer's compensation is on a lump sum fee basis, the statements will be based upon the portion of total services actually completed at the time of billing. If the Engineer's compensation is on an hourly basis, the statements shall be based on time actually expended in providing the services at the rates provided in Exhibit A. Payment of such invoice will be due upon receipt thereof. Interest of one percent (1%) per month will accrue on accounts unpaid within thirty (30) days of the invoice. If the Client fails to make any payment due the Engineer for services and expenses within sixty days (60) days after the Engineer's transmittal of its invoice, the Engineer may, after giving seven (7) days' written notice to the Client, either suspend services under this Agreement until it has been paid in full amounts due for services and expenses or terminate its services altogether, without prejudice to any other remedies available in law or equity. Any unpaid sums will remain due after such suspension or termination, along with all costs incurred by Engineer relating to the suspension or termination of its services. Should the Engineer be required to retain the services of an attorney to collect any unpaid sums (whether through demand, negotiations, or any dispute resolution proceedings), the Engineer shall be entitled to all costs and attorneys' fees associated with the collection effort regardless of whether or not suit is filed.
5. **Non-Contingency:** The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement.
6. **Estimates of Cost:**
 - (a) Since the Engineer has no control over the cost of labor, materials, equipment, or other services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer familiar with the construction industry; however, the Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions or probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ

an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as "Additional Services" hereunder by the Client.

- (b) If a limit with respect to construction or other costs is established by written agreement between the Client and the Engineer, the following will apply:
- (i) The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then established cost limit will constitute a corresponding revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - (ii) Any cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
 - (iii) The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the drawings and specifications prepared by it pursuant hereto and to make reasonable adjustments in the extent of the project to bring it within the cost limit.
 - (iv) If bids for construction have not been received within six (6) months after completion of the Engineer's design hereunder, the established cost limit will not be binding on the Engineer, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level or prices in the construction industry between the date of completion of the Engineer's designs hereunder and the date on which proposals or bids are sought.
 - (v) If the lowest bona fide proposal or bid exceeds the established cost limit, the Client shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for services in accordance with this Agreement.

7. **Reuse of Documents:** All documents, including, but not limited to, Drawings and Specifications prepared or furnished by the Engineer (and the Engineer's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect to the Project and the Engineer shall retain ownership and property interest therein whether or not the Project is completed. At its expense, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of Engineer. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's independent professional associates or consultants, and the Client shall indemnify and hold harmless the Engineer and the Engineer's independent associates or consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Furthermore, any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

8. **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by the Engineer as a result of such termination are due immediately. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination, the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

9. **Insurance:** The Engineer is protected by Worker's Compensation insurance (and/or employer's liability insurance) and general liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions by the Engineer, its employees, agents, subcontractors, and their employees and agents, but only to the extent that same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

10. **Limitation of Liability:** In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, expresses or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. It is agreed that, in accordance with and subject to the provisions of the foregoing Paragraph (9), to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Engineer and its officers, directors, partners, employees, agents, and sub-consultants, and any of them, to the Client and anyone claiming by, through, or under the Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability, and/or breach of contract or warranty, express or implied, of the Engineer and its officers, directors, employees, agents, or sub-consultants, or any of them, shall not exceed the total compensation received by the Engineer under this Agreement, or the total amount of \$50,000, whichever is less. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications.

a. **IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA
STATUTES, NO INDIVIDUAL EMPLOYEE MAY BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

11. **Verification of Existing Conditions:** Inasmuch as the renovation/rehabilitation of existing structures or design of underground systems requires that certain assumptions be made by the Engineer regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money, the Client agrees to bear all costs, losses and expenses, including the cost of the Engineer's Additional Services, arising from the discovery of unknown conditions, or from any deficiencies or inaccuracies in any information or documentation furnished to the Engineer by the Client or any local or county agencies.

12. **Permitting/Zoning:** The Client is herein notified that several City, State, and Federal environmental, zoning, and regulatory permits may be required for this Project. Engineer will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting application and fees, obtaining, and abiding by all required permits. Furthermore, the Client holds the Engineer harmless from any losses or liabilities resulting from such permitting or regulatory action.

13. **Safety:** Should the Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

14. **Indemnification:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its directors, employees, agents, and sub-consultants from any against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of

the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Engineer.

15. **Construction Representation:** Client agrees that the Engineer will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that the Engineer will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction and it is understood that field services provided by the Engineer will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by the Engineer to verify substantial compliance with the plans, specifications, and design concepts. Continuous inspections by our employees do not mean that the Engineer is observing placement of all materials. "Full-time inspection" means that an employee of the Engineer has been assigned for eight-hour days during regular business hours.

16. **Taxes:** The purchaser of services described herein shall pay any and all applicable taxes in the manner and in the amount as required by law whether these taxes are in effect at the date of this contract or if they become applicable in the future.

17. **Photographs:** Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer, shall be considered as its property, and may be used by it for publication.

18. **Assignment and Subcontracting:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any third party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement. Nothing contained in this Paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer may deem appropriate to assist in the performance of services hereunder.

19. **Confidentiality:** The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data, and information obtained by the Engineer in the performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data, or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.

20. **Controlling Law and Venue:** This Agreement shall be governed by the laws of the State of Florida, and any suit or demand for arbitration (if required by contract) filed against the Engineer for anything related to its services covered by this Agreement shall be filed in Miami-Dade County, Florida. As a condition precedent to the commencement of any dispute resolution proceedings between the Client and Engineer, they shall submit the dispute to mediation and shall bear equally the costs of the mediation, said mediation to take place in Miami-Dade County. The Parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from the American Arbitration Association ("AAA") in such appointment if they have been unable to agree upon such appointment.

21. **Binding Effect:** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

22. **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Engineer and the Client, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

23. **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

EXHIBIT B- WORK AUTHORIZATION

Town of Bay Harbor Islands agrees with the above scope. **BCC Engineering, LLC** is hereby authorized to proceed.

TOWN OF BAY HARBOR ISLANDS

BCC ENGINEERING, LLC

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 9.

ITEM: Consideration and approval of contract award to A. West Enterprise, LLC in the amount of \$172,808 for project BC-157 to replace the medium voltage FP&L cable, conduit and brackets for Bridge 875101. Enclosed are copies of the bid documents and other supporting documents.

DESCRIPTION:

On July 21, 2021 at approximately 3:10 p.m. the Town accepted sealed bids for project BC-157 to replace medium voltage FPL cable, and bracket on bridge #875101. This project is necessary to resolve a safety issue on the ICW Bridge. The current power cable, brackets, and conduit are failing because of age, exposure to the salty environment, and heavy weather. Without removal and replacement, the power cable could snap and fall into the water, interrupting power to the bridge itself and the Chevron station, not to mention recreational swimmers and boaters.

The following two contractors submitted qualified bids:
* A. West Enterprise, LLC submitted a bid in the amount of \$172,808 (the lowest responsive bidder)

* Zep Construction, Inc. submitted a bid in the amount of \$343,270

Staff recommends contract award to the lowest responsive bidder A. West Enterprise, LLC in the amount of \$172,808.

Enclosed are copies of the bid tabulation and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Appropriations for this project were included in the Budget Amendment No.2 adopted June 23, 2021. Of that appropriation, \$200,000.00 was carried over to the FY '20 - '21 for this project.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Replace the FPL Cable, Conduit and brackets for Bridge 875101	8/11/2021	\$172,808.00	401.5415.400063.000	BC 157	\$200,000.00

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

ATTACHMENTS

1. BID TABULATION FOR BC - 157 REPLACE MEDIUM VOLTAGE CABLE CONDUIT AND BRACKETS ON ICW 22JUL21 (1)
2. BID DOCUMENTS FOR BC 157 A WEST ENTERPRISE LLC 26JUL21
3. COMPLETED REFERENCE FORM NASA FOR A WEST ENTERPRISE LLC 26JUL21
4. REFERENCE FORM #2 NASA FOR A WEST ENTERPRISE LLC 27JUL21
5. REFERENCE FORM #3 NASA FOR A WEST ENTERPRISE LLC 28JUL21
6. BUDGET AMMENDMENT NO 2 14SEP20

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

BID OPENING DATE: 7/21/20

ALL PRICING IS LUMP-SUM

CONTRACTOR		BID PRICE
A. WEST ENTERPRISES, LLC		\$ 172,808.00
ZEP CONSTRUCTION, INC		\$ 343,270.00

NO OTHER BIDS SUBMITTED

FIRM FIXED PRICE PROPOSAL
**BC-157 : REPLACE MEDIUM-VOLTAGE FPL CABLE,
CONDUIT, AND BRACKET ON BRIDGE #875101**
BAY HARBOR ISLANDS, FLORIDA

DUE TIME: 3PM
BID DATE: JULY 21, 2021

A.WEST

JULY 21, 2021

705 Canal St. | Albany, GA 31707
P: 229-888-8347 | F: 229-888-9835

CAGE Code: 5Q7B1
DUNS Number: 831714717

FEIN: 27-0719505

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 \$ 172,808.00

Contract Price (in Words) One Hundred seventy-two thousand,
eight hundred eight

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

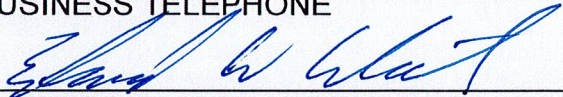
The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

Edward West on 07-20-2021
SUBMITTED

A. West Enterprise, LLC
FIRM NAME

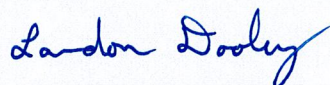
705 Canal Street, Albany Georgia 31707
BUSINESS ADDRESS

229-888-8347
BUSINESS TELEPHONE

, Edward West
SIGNATURE OF RESPONSIBLE OFFICIAL

President
TITLE

Georgia
STATE OF INCORPORATION



P-2

705 CANAL STREET
ALBANY, GA 31707
STATE OF GEORGIA

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

Edward West, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Jeremy Meads, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Lavon Davis, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Garrison Jones, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Addenda No(s) 0 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	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 1 of 4
	YEAR OF PROJECT	June 2015 - October 2019
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	KennedySpace Center, Florida 32899
	SCOPE OF WORK	Demolition and installtion 5kv and 15kV, 3 phase cable, conduit, switches and transformers
	APPROXIMATE VALUE	\$ 11,455,841
2)	NAME OF PROJECT	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 2 of 4
	YEAR OF PROJECT	October 2018 - September 2021
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	Kennedy Space Center, Florida 32899
	SCOPE OF WORK	Demolition and installation of 15kV, 3 phase cable, conduit, Load Break Switches, unit substations, and transformers; Testing and validating.
	APPROXIMATE VALUE	\$ 14,093,212

3)	NAME OF PROJECT	<u>Replace Poles and Switches on Causeway at Kennedy SpaceCenter</u>
	YEAR OF PROJECT	<u>2018</u>
	OWNER OF PROJECT	<u>URS Federal Services for NASA</u>
	OWNER TELEPHONE NO	<u>321-867-1122</u>
	LOCATION OF PROJECT	<u>Kennedy Space Center</u>
	DESIGNING ENGINEER	<u>URS Federal Services</u>
	ADDRESS	<u>PO Box 21025, Kennedy Space Center</u>
	SCOPE OF WORK	<u>Remove and install new poles on Causeway between Kennedy Space Center and Cape Canaveral Air Force Station</u>
	APPROXIMATE VALUE	<u>\$ 194,693</u>

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

1)	NAME OF SUBCONTRACTOR	<u>N/A</u>
2)	NAME OF SUBCONTRACTOR	<u>N/A</u>
3)	NAME OF SUBCONTRACTOR	<u>N/A</u>

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, A. West Enterprise, LLC _____ (hereinafter called the Principal), and Westfield Insurance Company _____ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio with its principal offices in the City of Westfield Center 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 5% of Bid 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 A. West Enterprise, LLC, as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Westfield Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact, Secretary, and attested by its Secretary, under its corporate seal, this 16th day of July, A.D., 2021.

ATTEST:

London Dooley
Secretary
(Title)

Edward Worth West
BY: Edward Worth West, President
(Principal)

ATTEST:

Lana Ceetu
Secretary

Ryan C. Tiernan
BY: Ryan C. Tiernan, Attorney in Fact
(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).

General
Power
of Attorney

POWER NO. 1010772 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
RICHARD D DOHERTY, RYAN C TIERNAN, CYNTHIA L GEESLIN, MALINDA HILL, JOINTLY OR SEVERALLY

of ALBANY and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 23rd day of SEPTEMBER A.D., 2013 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this 23rd day of SEPTEMBER A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of July 2013.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

State of Florida

Department of State

I certify from the records of this office that A. WEST ENTERPRISES, LLC is a Georgia limited liability company authorized to transact business in the State of Florida, qualified on September 4, 2009.

The document number of this limited liability company is M09000003509.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 8, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2021*



Randy Rye
Secretary of State

Tracking Number: 5565888244CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEADS, JEREMY S

A WEST ENTERPRISES LLC
705 CANAL STREET
ALBANY GA 31707

LICENSE NUMBER: EC13004337

EXPIRATION DATE: AUGUST 31, 2022

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.



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFP NO. BHI-157: Replace Medium-Volt FPL Cable, Conduit, and Brackets

FROM:	Eric Harp	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	NASA	DATE:
PHONE:	321 861-1833	TOTAL # OF PAGES: 1
FAX:		PHONE: 305-866-6241 EXT. 111
EMAIL:	eric.t.harp@nasa.gov	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR: A. West Enterprise, LLC	

	Y	N
You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (see subsequent pages). PLEASE VERIFY THAT THE SCOPE AND COST FOR THE PROJECTS CITED ARE CORRECT	Yes, Project #2	

COMPANY YOU ARE PROVIDING REFERENCE FOR: A. West Enterprise, LLC

	INDICATE:	"YES" or "NO"
1. Was the scope of work performed similar in nature?		YES
2. Did this company have the proper resources and personnel by which to get the job completed?		Yes
3. Were any problems encountered with the company's work performance?		NO
4. Were any change orders or contract amendments issued, other than owner-initiated		No
5. Was the job completed on time, based upon the original established timeline?		YES
6. Was the job completed within budget, based upon the original established		YES
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?		10
8. If the opportunity were to present itself, would you rehire this company?		YES

9. Please provide any additional comments pertinent to this company and the work they performed for you:

A. West completed the project to include all owner changes, differing site conditions, center shutdown impacts such as weather events for Project #2 which I am the current Contracting Officer

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:

DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov

Subject:

Eric Harp

REFERENCE PRINT NAME

Eric Harp

REFERENCE SIGNATURE

Digitally signed by Eric Harp
Date: 2021.07.26 11:52:45 -04'00'

Contracting Officer

REFERENCE TITLE

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

Edward West, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Jeremy Meads, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Lavon Davis, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Garrison Jones, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Addenda No(s) 0 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	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 1 of 4
	YEAR OF PROJECT	June 2015 - October 2019
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	KennedySpace Center, Florida 32899
	SCOPE OF WORK	Demolition and installation 5kv and 15kV, 3 phase cable, conduit, switches and transformers
	APPROXIMATE VALUE	\$ 11,455,841
2)	NAME OF PROJECT	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 2 of 4
	YEAR OF PROJECT	October 2018 - September 2021
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	Kennedy Space Center, Florida 32899
	SCOPE OF WORK	Demolition and installation of 15kV, 3 phase cable, conduit, Load Break Switches, unit substations, and transformers; Testing and validating.
	APPROXIMATE VALUE	\$ 14,093,212

3)	NAME OF PROJECT	<u>Replace Poles and Switches on Causeway at Kennedy SpaceCenter</u>
	YEAR OF PROJECT	<u>2018</u>
	OWNER OF PROJECT	<u>URS Federal Services for NASA</u>
	OWNER TELEPHONE NO	<u>321-867-1122</u>
	LOCATION OF PROJECT	<u>Kennedy Space Center</u>
	DESIGNING ENGINEER	<u>URS Federal Services</u>
	ADDRESS	<u>PO Box 21025, Kennedy Space Center</u>
	SCOPE OF WORK	<u>Remove and install new poles on Causeway between Kennedy Space Center and Cape Canaveral Air Force Station</u>
	APPROXIMATE VALUE	<u>\$ 194,693</u>

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

1)	NAME OF SUBCONTRACTOR	<u>N/A</u>
2)	NAME OF SUBCONTRACTOR	<u>N/A</u>
3)	NAME OF SUBCONTRACTOR	<u>N/A</u>

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".



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFP NO. BHI-157: Replace Medium-Volt FPL Cable, Conduit, and Brackets

FROM:	CHARLOTTE WELCH	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	MENTUM	DATE:
PHONE:	321-392-2916	TOTAL # OF PAGES: 1
FAX:		PHONE: 305-866-6241 EXT. 111
EMAIL:	CHARLOTTE.M.WELCH@NASA.GOV	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR: A. West Enterprise, LLC	

	Y	N
You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (see subsequent pages). PLEASE VERIFY THAT THE SCOPE AND COST FOR THE PROJECTS CITED ARE CORRECT #3	X	
COMPANY YOU ARE PROVIDING REFERENCE FOR: A. West Enterprise, LLC		
INDICATE:	"YES" or "NO"	
1. Was the scope of work performed similar in nature?	YES	
2. Did this company have the proper resources and personnel by which to get the job completed?	YES	
3. Were any problems encountered with the company's work performance?	NO	
4. Were any change orders or contract ammendments issued, other than owner-initiated	NO	
5. Was the job completed on time, based upon the original established timeline?	YES	
6. Was the job completed within budget, based upon the original established	YES	
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?	8	
8. If the opportunity were to present itself, would you rehire this company?	YES	
9. Please provide any additional comments pertinent to this company and the work they performed for you: THIS VENDOR ALSO HAD TWO OTHER PROJECTS (NOT SIMILAR) THAT WERE COMPLETED AS SUCCESSFUL AS THIS ONE.		
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:		
DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov		
Subject:		

CHARLOTTE WELCH

REFERENCE PRINT NAME

SR. SUBCONTRACTS ADM - LEAD

REFERENCE TITLE

Charlotte Welch

REFERENCE SIGNATURE

7/28/21

AT THE TIME OF THIS ORDER
I WORKED FOR URS IN THE
SAME CAPACITY AS MY CURRENT
TITLE. @

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

Edward West, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Jeremy Meads, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Lavon Davis, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Garrison Jones, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Addenda No(s) 0 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 | <u>Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 1 of 4</u> |
| | YEAR OF PROJECT | <u>June 2015 - October 2019</u> |
| | OWNER OF PROJECT | <u>NASA, Kennedy Space Center, Florida</u> |
| | OWNER TELEPHONE NO | <u>321-867-4046</u> |
| | LOCATION OF PROJECT | <u>Kennedy Space Center, Florida 32899</u> |
| | DESIGNING ENGINEER | <u>NASA</u> |
| | ADDRESS | <u>KennedySpace Center, Florida 32899</u> |
| | SCOPE OF WORK | <u>Demolition and installation 5kv and 15kV, 3 phase cable, conduit, switches and transformers</u> |
| | APPROXIMATE VALUE | <u>\$ 11,455,841</u> |
| 2) | NAME OF PROJECT | <u>Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 2 of 4</u> |
| | YEAR OF PROJECT | <u>October 2018 - September 2021</u> |
| | OWNER OF PROJECT | <u>NASA, Kennedy Space Center, Florida</u> |
| | OWNER TELEPHONE NO | <u>321-867-4046</u> |
| | LOCATION OF PROJECT | <u>Kennedy Space Center, Florida 32899</u> |
| | DESIGNING ENGINEER | <u>NASA</u> |
| | ADDRESS | <u>Kennedy Space Center, Florida 32899</u> |
| | SCOPE OF WORK | <u>Demolition and installation of 15kV, 3 phase cable, conduit, Load Break Switches, unit substations, and transformers; Testing and validating.</u> |
| | APPROXIMATE VALUE | <u>\$ 14,093,212</u> |

3) NAME OF PROJECT YEAR OF PROJECT OWNER OF PROJECT OWNER TELEPHONE NO LOCATION OF PROJECT DESIGNING ENGINEER ADDRESS SCOPE OF WORK APPROXIMATE VALUE	Replace Poles and Switches on Causeway at Kennedy SpaceCenter 2018 URS Federal Services for NASA 321-867-1122 Kennedy Space Center URS Federal Services PO Box 21025, Kennedy Space Center Remove and install new poles on Causeway between Kennedy Space Center and Cape Canaveral Air Force Station \$ 194,693
--	---

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

1)	NAME OF SUBCONTRACTOR	N/A
2)	NAME OF SUBCONTRACTOR	N/A
3)	NAME OF SUBCONTRACTOR	N/A

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".



TOWN OF BAY HARBOR ISLANDS

RFP Reference Survey

RFP NO. BHI-157: Replace Medium-Volt FPL Cable, Conduit, and Brackets

FROM:	Kimberley Sweep	TO: DOUGLAS ARMSTRONG, PWD
COMPANY:	NASA	DATE:
PHONE:	321-867-4046	TOTAL # OF PAGES: 1
FAX:		PHONE: 305-866-6241 EXT. 111
EMAIL:	Kimberley.A.Sweep@nasa.gov	EMAIL: darmstrong@bayharborislands-fl.gov
SUBJECT:	REFERENCE WORK FOR: A. West Enterprise, LLC	

	Y	N
You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (see subsequent pages). PLEASE VERIFY THAT THE SCOPE AND COST FOR THE PROJECTS CITED ARE CORRECT		
COMPANY YOU ARE PROVIDING REFERENCE FOR: A. West Enterprise, LLC		
INDICATE:	"YES" or "NO"	
1. Was the scope of work performed similar in nature?	Yes	
2. Did this company have the proper resources and personnel by which to get the job completed?	Yes	
3. Were any problems encountered with the company's work performance?	No	
4. Were any change orders or contract amendments issued, other than owner-initiated	No	
5. Was the job completed on time, based upon the original established timeline?	Yes	
6. Was the job completed within budget, based upon the original established	Yes	
7. On a scale of 1 to 10, ten being best, how would you rate the overall work performance, considering professionalism, final product, and personnel?	10	
8. If the opportunity were to present itself, would you rehire this company?	Yes	
9. Please provide any additional comments pertinent to this company and the work they performed for you:	All work was completed on time and within budget. This includes all contract changes initiated by the Government.	
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:		
DOUGLAS ARMSTRONG, PUBLIC WORKS DIRECTOR: darmstrong@bayharborislands-fl.gov		
Subject:		

Kimberley A. Sweep

REFERENCE PRINT NAME

Contracting Officer for project.

REFERENCE TITLE

KIMBERLEY SWEEP Digitally signed by KIMBERLEY SWEEP
Date: 2021.07.28 11:14:44 -04'00'

REFERENCE SIGNATURE

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

Edward West, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Jeremy Meads, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Lavon Davis, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707
Garrison Jones, A. West Enterprise, LLC; 705 Canal Street, Albany Ga 31707

Addenda No(s) 0 received and attached hereto.

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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	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 1 of 4
	YEAR OF PROJECT	June 2015 - October 2019
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	KennedySpace Center, Florida 32899
	SCOPE OF WORK	Demolition and installation 5kv and 15kV, 3 phase cable, conduit, switches and transformers
	APPROXIMATE VALUE	\$ 11,455,841
2)	NAME OF PROJECT	Safety and Reliability Upgrades, KSC Institutional Power Systems, Phase 2 of 4
	YEAR OF PROJECT	October 2018 - September 2021
	OWNER OF PROJECT	NASA, Kennedy Space Center, Florida
	OWNER TELEPHONE NO	321-867-4046
	LOCATION OF PROJECT	Kennedy Space Center, Florida 32899
	DESIGNING ENGINEER	NASA
	ADDRESS	Kennedy Space Center, Florida 32899
	SCOPE OF WORK	Demolition and installation of 15kV, 3 phase cable, conduit, Load Break Switches, unit substations, and transformers; Testing and validating.
	APPROXIMATE VALUE	\$ 14,093,212

3)	NAME OF PROJECT	<u>Replace Poles and Switches on Causeway at Kennedy SpaceCenter</u>
	YEAR OF PROJECT	<u>2018</u>
	OWNER OF PROJECT	<u>URS Federal Services for NASA</u>
	OWNER TELEPHONE NO	<u>321-867-1122</u>
	LOCATION OF PROJECT	<u>Kennedy Space Center</u>
	DESIGNING ENGINEER	<u>URS Federal Services</u>
	ADDRESS	<u>PO Box 21025, Kennedy Space Center</u>
	SCOPE OF WORK	<u>Remove and install new poles on Causeway between Kennedy Space Center and Cape Canaveral Air Force Station</u>
	APPROXIMATE VALUE	<u>\$ 194,693</u>

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

1)	NAME OF SUBCONTRACTOR	<u>N/A</u>
2)	NAME OF SUBCONTRACTOR	<u>N/A</u>
3)	NAME OF SUBCONTRACTOR	<u>N/A</u>

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.

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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 & Par	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 & Recr	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

August 10, 2021

ITEM NUMBER: 10.

ITEM: Consideration and Approval of award of contract to Live I-Tech in the amount of \$28,575 to relocate the computer servers from the Town Hall Annex offices to the Second Floor Council Chambers room. Enclosed are copies of the proposals received.

DESCRIPTION:

Staff hereby request the Town Council consideration to approve the award of a contract to Live I-Tech for the relocation of the administrative computer network; Police computer Network, and Sunpass Network to a new location, due to the high vulnerability of flooding at the current location.

The scope of the proposed project includes delivery and installation of all necessary equipment, as well as implementing and configuring the new network with all components; while maintaining the functionality of the systems with minimal disruptions.

Enclosed is a copy of the bid documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Appropriations for this project were included in the Budget Amendment No.1 approved March 10, 2021, as part of the Town Hall renovations project.

Funds carried forward in the amount of \$193,500, there will be no additional budget impact for Current Fiscal year if we apply the cost of server relocation to the Town Hall renovation project. The Server Relocation project cost will be expensed in Current Fiscal Year 2020-2021 at the line item 001.5190.400063.000 Improvements (Excl. Buildings) which carries adjusted amount of \$153,500, of which \$51,15.66 is expensed and \$102,342.34 available at the end of June 30, 2021.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Server Relocation Project	8/11/2021	\$28,575.00	001.5190.400063.000	Town hall Renovation project	\$193,500.00

Submitted By: Robert Gonzalez, I.S. Manager
Maria Lasday, Town Manager

ATTACHMENTS

1. Live Itech BID Doc
2. Miiami Business telephone company



LIVE i TECH INC.
M & R Electrical Services Company
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

7/21/2021

Server Relocation for Bay Harbor Islands:

SCOPE OF WORK: LIVE i TECH will relocate the existing administrative computer network, BHIPD Network & Sun Pass Network from the Townhall Annex Offices to the Chamber Room office. All cabling will be CAT6 UL plenum rated. LIVE i TECH will provide all new racking and cable management system as well as labeling and color coding. LIVE i TECH will also terminate all structured cabling, establish, and test all network & voice connections. LIVE i TECH will install all cabling and racking prior to touching the existing network cabling in order minimize any disruption in connectivity. Upon completion of network being used LIVE i TECH will remove all old network cabling from building. LIVE i TECH will also relocate any necessary fiberoptic cabling upon request. LIVE i TECH will service all installed equipment on a time and materials basis unless covered under existing service and maintenance agreement. All equipment is under a 2-yr warranty.

Project Site: 9665 Bay Harbor Terrace, Bay Harbor Islands, FL

Equipment to be Installed:

- (~120) Cat6 UL Plenum Network Cable Drops from New Server Room to offices (2 Data/1Voice) Printers, Faxes, Etc.
- (4) Cat6 UL Plenum rated cabling drops for existing access control system and CCTV System
- (1) 4U Mini Rack for storage of existing CCTV system at existing location
- (5) 24 Port CAT6 Patch Panels- Rack Mounted
- (3) 72" 48U Racks with cable management system towers; 30" width and 42" depth
- (1) Overhead Cable Tray for management of cabling to individual server racks
- (1) Lot of necessary fiberoptic cabling where required for relocation of existing equipment
- (1) Lot of necessary face plates, keystone jacks, patch cables
- (1) Lot of necessary labor to install new cabling and remove old cabling
- (1) Lot of Miscellaneous materials for turnkey installation

Total Cost of Equipment + Installation: \$28,575.00

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X _____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2021

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 Wires Insurance 198 7th Street NW Ste 1 Moore Haven, FL 33471	CONTACT NAME: Danny Wires PHONE (A/C No. Ext): 863-265-1500 E-MAIL ADDRESS: danny@wiresinsurance.com FAX (A/C, No): 863-265-1555																					
INSURED Live I Tech Inc 6241 SW 185th Way Southwest Ranches, FL Southwest Ranches, FL, 33332	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hiscox Insurance Company Inc	10200																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			UDC-4887160-CGL-21	06/30/2021	06/30/2022	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 \$ 1,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town Of Bay Harbor Islands
9665 Bay Harbor Ter
Bay Harbor, FL 33154

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



MIAMI BUSINESS TELEPHONE CORP

4933 SW 74 CT. MIAMI FL 33155
VOICE: 305-669-6164 FAX: 305-669-5422

July 20th, 2021

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

Re: RFP BHI NETWORK RELOCATION PROJECT

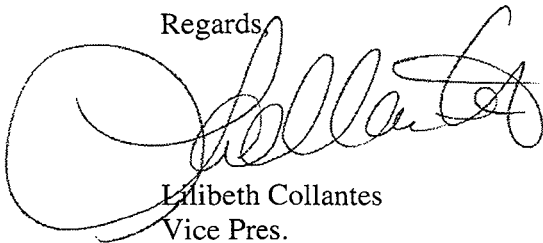
To the RFP Evaluation Board,

I hope this letter finds you well. Attached is our bid submission. We included 2 copies for your convenience. Attached are the documents requested in order:

- Cover letter (this page)
- Itemized Quote with scope description
- Certificate of Good Standing with Florida Department of State
- Low Voltage State License
- Project List of References
- Proof of Insurance Coverages

Should you require anything additional, please do not hesitate to contact my office. Thank you for the opportunity to work with The Town of Bay Harbor Islands. We are more than certain you will find our company is qualified and able to meet all your telecommunications needs.

Regards,



Lilibeth Collantes
Vice Pres.



MIAMI BUSINESS TELEPHONE CORP

4933 SW 74 Ct
 MIAMI, FL 33155
 Email:mbtnc@bellsouth.net
 State Lic. NO: ES-0000268
 Office: (305)669-6164 Fax: (305)669-5422

Quotation

Quote Number:

11067

Quote Date:

Jul 21, 2021

Page:

1

Quoted to:

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

Ship to:

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

Phone:

Fax:

Contact: **Roberto Gonzalez**

Customer ID		Good Thru	Payment Terms	Sales Rep	
TOWNOFBAYHARBOR		8/20/21	Net 30 Days	Collantes, Nestor	
Quantity	Item	Description		Unit Price	Extension
		STRUCTURED CABLING SOLUTION WITH CAT6 UTP CABLE CMP-LIFE WARRANTY			
75,000.00	NITOTEL-NTNC6E	Cat.6 Cable CMP		0.24	18,000.00
324.00	NITROTEL-NTKJ1	Nitrotel Keystone Jack Cat.6 White		1.90	615.60
1.00	FACE PLT-NTFP01	1- Port Plate with Icons		0.88	0.88
1.00	FACE PLT-NTFP02	2 Port Plate with Icons		0.88	0.88
107.00	FACE PLT-NTFP03	3 Port Face Plate w/ icons		0.88	94.16
7.00	NITROTEL-NTPP0	Nitrotel Cat.6 48 Port Patch Panel		105.00	735.00
5.00	NITROTEL-NTPP6	24 Port Patch Panel Cat.6		64.50	322.50
12.00	NITROTEL-NTCMN	Nitrotel Cable manager, double sided		54.00	648.00
3.00	NITROTEL-NTNC4	Nitrotel Cabinet 42 U, UL, Fan Module, , glass door, etc		948.99	2,846.97
1.00	HARDWARE01	Misc materials to complete installation		1,695.00	1,695.00
1.00	LABCHARGE01	Installation charges and profit		40,462.83	40,462.83
		OUR PROPOSAL INCLUDES :			
		1.- Furnish and install (324) drops with Cat.6 UTP Cable CMP to following locations ;			

The undersigned hereby accepts the equipment and prices stated on this proposal. The total is subject to change additional equipment and services are requested. All additional services must be approved by customer or Miami Business Telephone Corp. work order. Once this contract has been signed it will become a contractual agreement. No other contract will supersede this agreement.

Please communicate your approval via fax at the above number. Thank you for your business.

Accepted By: _____

Signature: _____ Date: _____

Subtotal

Continued

Freight

Sales Tax

Continued

Total

Continued



MIAMI BUSINESS TELEPHONE CORP

4933 SW 74 Ct
MIAMI, FL 33155
Email:mbtnc@bellsouth.net
State Lic. NO: ES-0000268
Office: (305)669-6164 Fax: (305)669-5422

Quotation

Quote Number:

11067

Quote Date:

Jul 21, 2021

Page:

2

Quoted to:

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

Ship to:

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

Phone:

Fax:

Contact: **Roberto Gonzalez**

Customer ID		Good Thru	Payment Terms	Sales Rep	
TOWNOFBAYHARBOR		8/20/21	Net 30 Days	Collantes, Nestor	
Quantity	Item	Description		Unit Price	Extension
		A.- Bldg Department : 30 drops B.- Police Dept : 60 drops C.- ADM Building : 120 drops D.- Annex Building : 102 drops C.- Warehouse : 9 drops E.- Public Work : 3 drops 2.- All wiring will terminate to new IT Room (Chamber office) to patch panels Cat.6 included all necessary hardware : Face Plates, Jacks, (3) Network Cabinet 45U , etc 3.- All horizontal wiring will be label and test with OTDR Machine 4.- Labor to relocate existing fiber (If is possible) to new IT Room . 5.- De-install all existing switch from old Data Room and re-install at new IT Room 5. Low Voltage permit included .			

The undersigned hereby accepts the equipment and prices stated on this proposal. The total is subject to change additional equipment and services are requested. All additional services must be approved by customer or Miami Business Telephone Corp. work order. Once this contract has been signed it will become a contractual agreement. No other contract will supersede this agreement.

Please communicate your approval via fax at the above number. Thank you for your business.

Accepted By: _____

(Print Name)

Signature: _____ Date: _____

Subtotal

Continued

Freight

Sales Tax

Continued

Total

Continued



MIAMI BUSINESS TELEPHONE CORP

4933 SW 74 Ct
MIAMI, FL 33155
Email:mbtnc@bellsouth.net
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3

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9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Phone:

Fax:

Contact: Roberto Gonzalez

Customer ID		Good Thru	Payment Terms	Sales Rep	
TOWNOFBAYHARBOR		8/20/21	Net 30 Days	Collantes, Nestor	
Quantity	Item	Description		Unit Price	Extension
		OUR PROPOSAL EXCLUDES :			
		1.- Architectural drawing of any kind for low voltage permit- if needed			
		2.- Remove existing furniture/cabinet, etc- if needed			
		3.- Create new outside Conduit pathway from new IT Room to Building Department and ADM building- if needed			
		4.- Patch all Network Cable-- if needed			
		5.- After moving the existing fiber if for some reason the customer needs MBT to help repair/trouble shoot with provider : ATT/ Hot Wire . This labor would be billed separately .			

The undersigned hereby accepts the equipment and prices stated on this proposal. The total is subject to change additional equipment and services are requested. All additional services must be approved by customer or Miami Business Telephone Corp. work order. Once this contract has been signed it will become a contractual agreement. No other contract will supersede this agreement.

Please communicate your approval via fax at the above number. Thank you for your business.

Accepted By: _____

Signature: _____ Date: _____

Subtotal	65,421.82
Freight	
Sales Tax	
Total	65,421.82

State of Florida

Department of State

I certify from the records of this office that MIAMI BUSINESS TELEPHONES, CORP. is a corporation organized under the laws of the State of Florida, filed on April 8, 1988.

The document number of this corporation is K20696.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 11, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2021*



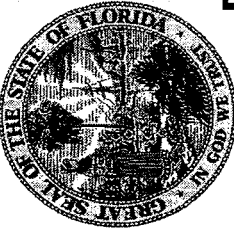
Ronald R. De
Secretary of State

Tracking Number: 6309492282CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

COLLANTES, NESTOR

MIAMI BUSINESS TELEPHONES, CORP.
4933 SW 74TH COURT
MIAMI FL 33155

LICENSE NUMBER: ES0000268

EXPIRATION DATE: AUGUST 31, 2022

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Excellence Insurance, LLC. DBA A&A Underwriters. 3801 SW 107th Ave Miami FL 33165		CONTACT NAME: Excellence Insurance, LLC 2005 Adriana L Clavijo Mau PHONE (A/C, No, Ext): (305) 220-7447 FAX (A/C, No): (305) 220-4821 E-MAIL ADDRESS: certificates@aaunderwriters.com	
INSURED Miami Business Telephones Corp. 4933 S.W. 74th Ct. Miami FL 33155		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE COMPANY 41297 INSURER B: EVANSTON INSURANCE COMPANY 35378 INSURER C: BRIDGEFIELD EMPLOYERS INSURANCE CO. 10701 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 ☒ Blanket Add. Insured ☒ Blanket Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: Primary and Non Contrib.			CPS7269256	11/24/2020	11/24/2021	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EZXS3038097	11/24/2020	11/24/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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 N/A			830-38958	02/26/2021	02/26/2022	☒ PER STATUTE ☐ 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	Commercial Property			CPS7269256	11/24/2020	11/24/2021	Contents \$25,000 Special /5% Wind & H \$1,000 Ded Equip Breakdown \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE - COI TO BE PROVIDED UPON AWARD

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE
COI TO BE PROVIDED UPON AWARD

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2021

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 STATE FARM INSURANCE MARIA ELENA CISNEROS, AGENT 1700 Ponce De Leon Blvd MIAMI, FL 33134 	CONTACT NAME: MARIA ELENA CISNEROS PHONE (A/C No. Ext): 305-275-7555 E-MAIL: mariaelena@mariaelenacisneros.com FAX (A/C No.): 305-275-5557 ADDRESS: mariaelena@mariaelenacisneros.com
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Miami Business Telephones Corp 4933 SW 74 CT MIAMI FL 33155	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		E789159 2007 Toyota Tundr E789466 2008 Ford Ranger D839622 2015 Ford Transit E789173 2007 Toyota Tundr	12/19/2020 12/19/2020 11/20/2020 12/19/2020	12/19/2021 06/19/2021 11/20/2021 12/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N ☐ N/A ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	HIRED AUTOS-ENOL NON OWNED AUTOS		258 2854	11/16/2020	05/16/2021	1MM/1MM/1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

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

Aixa Hernandez

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 11.

ITEM: Consideration and approval to piggyback off the Polk County Sheriff's Office contract with Flock Safety in the amount of \$143,500 to procure a new License Plate Reader (LPR) Camera System, pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of a Memorandum provided by Chief Diaz and other supporting documents.

DESCRIPTION:

Consideration and approval for the procurement of the "Flock Safety" License Plate Reader (LPR) system to replace the Town's existing outdated LPR system. FLOCK provides searchable capabilities for vehicles based on a description (type, make, color and state of vehicle) even without a license plate number. FLOCK also includes Artificial Intelligence (AI) software that enhances the overall capability of the technology.

The purchase cost for FLOCK is \$38,500.00 for the first year. Beginning in year two and all subsequent years, there will be an annual payment of \$35,000 (over 48 months) for a total cost of \$143,500.00. The quote provided below includes a 48-month term of service for fourteen (14) FLOCK Falcon Cameras. LPR battery backup and solar power options are included. All hardware, software, installation, maintenance, data storage and cell charges are covered in the annual pricing.

If approved, the department will use an existing Government contract (Polk County Sheriff's Office) to "piggyback" and execute the purchase, pursuant to Section 2-1.2(6) of the Town Code.

Please refer to enclosed Memorandum provided by Chief Raul Diaz and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

-First year cost of \$38,500.00

-Year two and all subsequent years annual payment of \$35,000 (over 48 months) for a total cost of \$143,500.00.

-Fourteen (14) cameras, hosting and analytics, software and hardware updates, and maintenance are included on the attached proposal quote.

Appropriations for this project were included in the Budget Amendment No.2 adopted June 23, 2021. Of that appropriation, \$150,000.00 was allocated to the line item 001.5210.400064.000 Machinery & Equipment specifically for this project. There is no additional fiscal impact to General Fund due, regarding this contract. The expenditures for new LPR readers are going to be eligible for American Rescue Plan (ARP) reporting costs.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
License Plate Readers	8/11/2021	\$143,500.00	001.521.0.400064.000	LPR	\$150,000.00

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police
 Maria Lasday, Town Manager

ATTACHMENTS

1. Memo from Chief Raul Diaz
2. Proposal
3. RFP
4. Agreement



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 7/27/2021

From: Raul M. Diaz
Chief of Police

Subject: Consideration and approval for License Plate Reader (LPR) licensing and equipment

A handwritten signature in black ink, appearing to read "Raul M. Diaz".

The Information Technologies Department along with the Police Department researched several License Plate Reader technologies for the town. The goal being to procure a new License Plate Reader (LPR) system to replace the existing outdated LPR system, enhancing police officer's ability to detect motorists with expired registrations, suspended driver's license, outstanding warrants and to help facilitate the investigative process. After examining a range of competitive products, including Interlink Group, FLOCK Safety and Motorola Solutions. The Police Department in consultation with the Information Technologies department recommend FLOCK Safety as the optimal choice for the town. This recommendation is based on the following:

- 1) Reliable technology
- 2) Customizability (reports, alerts, and notifications)
- 3) Price
- 4) Ease of use (with respect to both installation and current infrastructure)
- 5) The option for cooperative purchasing

FLOCK Safety has built a smarter (machine learning + artificial intelligence to capture more data points about a vehicle), cheaper (\$2,500 / camera / year), infrastructure free (runs on solar with built in LTE) LPR camera. Solar Power allows for the flexibility to install the cameras where they are needed the most (i.e - crime hotspots, entry/exit into the town) not just where power/internet is located. FLOCK cameras capture more evidence than traditional ALPR cameras. They use machine learning and artificial intelligence to make data smarter - allowing investigators to search footage by Make, Model, Type, State of Plate, Color of Vehicle, and characteristics of vehicles like luggage racks, convertibles, aftermarket wheels, bumper stickers, etc. They also capture temporary dealer plates/paper plates, along with Golf Carts, Pedestrians, Animals, Bicycles, Motorcycles, etc.

FLOCK provides searchable capabilities for a vehicle based on the description (type, make, color and state of vehicle) even without a license plate number. This allows investigators to go from a vehicle description to a license plate, to a suspect. Hot alerts can be set up based on a description of the vehicle, not just a Plate Number.

All Hardware, Software, installation, maintenance, data storage and cell charges are covered in the annual pricing. FLOCK has a vast network of cameras owned by the private sector that can be used to increase LPR coverage. This is a unique advantage to law enforcement. FLOCK offers Cloud storage of footage, eliminating the need for an onsite server.

If approved the FLOCK LPR system will be procured utilizing an existing government contract (Polk County Sheriff's Office) "piggyback contract". Sec. 2-1.2(6) of the Town's Code, allows for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The quote provided below includes a 48-month term of service for fourteen (14) FLOCK Falcon Cameras. LPR battery backup and solar power option are included. All Hardware, Software, installation, maintenance, warranty, data storage and cell charges are covered in the annual pricing.

Subscription Details	Price	QTY	Subtotal
1 Year Warranty			
Annual Subscription Price per year	\$2,500.00	14	\$35,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 1 Year Maintenance Warranty	\$0.00	14	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	14	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	14	\$3,500.00
Other Cellular Mounting Equipment	\$0.00	14	\$0.00
Total			\$38,500.00

Special terms:

- 30 Day No Obligation test
- Annual Pricing Breakdown on 14 Cameras: First Year = \$38,500, Second Year = \$35,000, Third Year = \$35,000 and Fourth Year = \$35,000
- 4 Year Total = \$143,500 (Includes Warranty, Maintenance, Cellular Charges, Etc).
No Additional Charges.

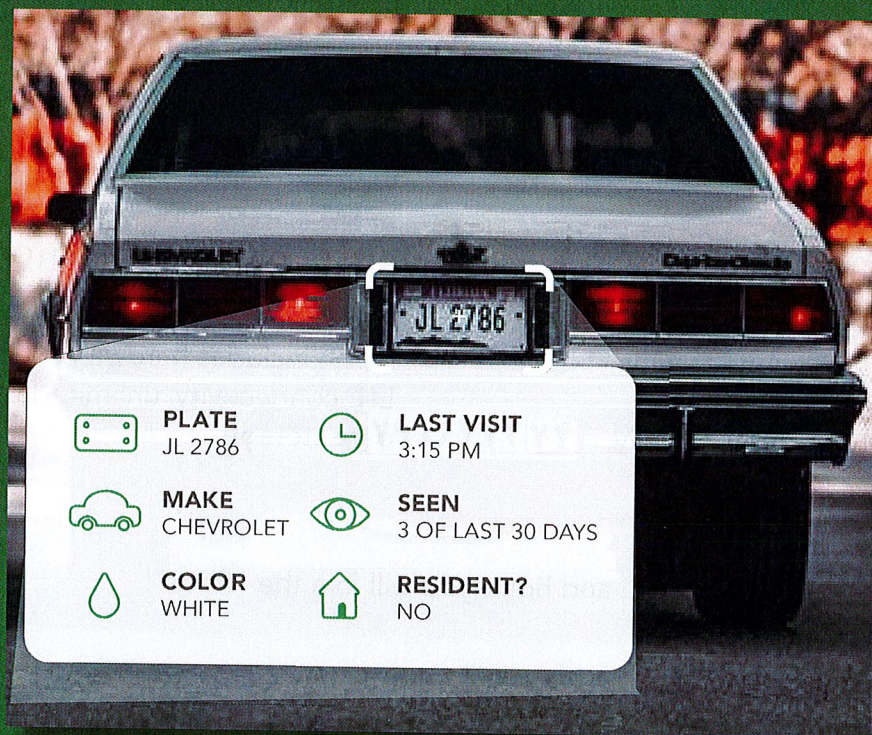
Today's Date - Jul 28, 2021
This proposal expires in 30 days.



flock safety

flocksafety.com
866.831.5326

Your partner in eliminating crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



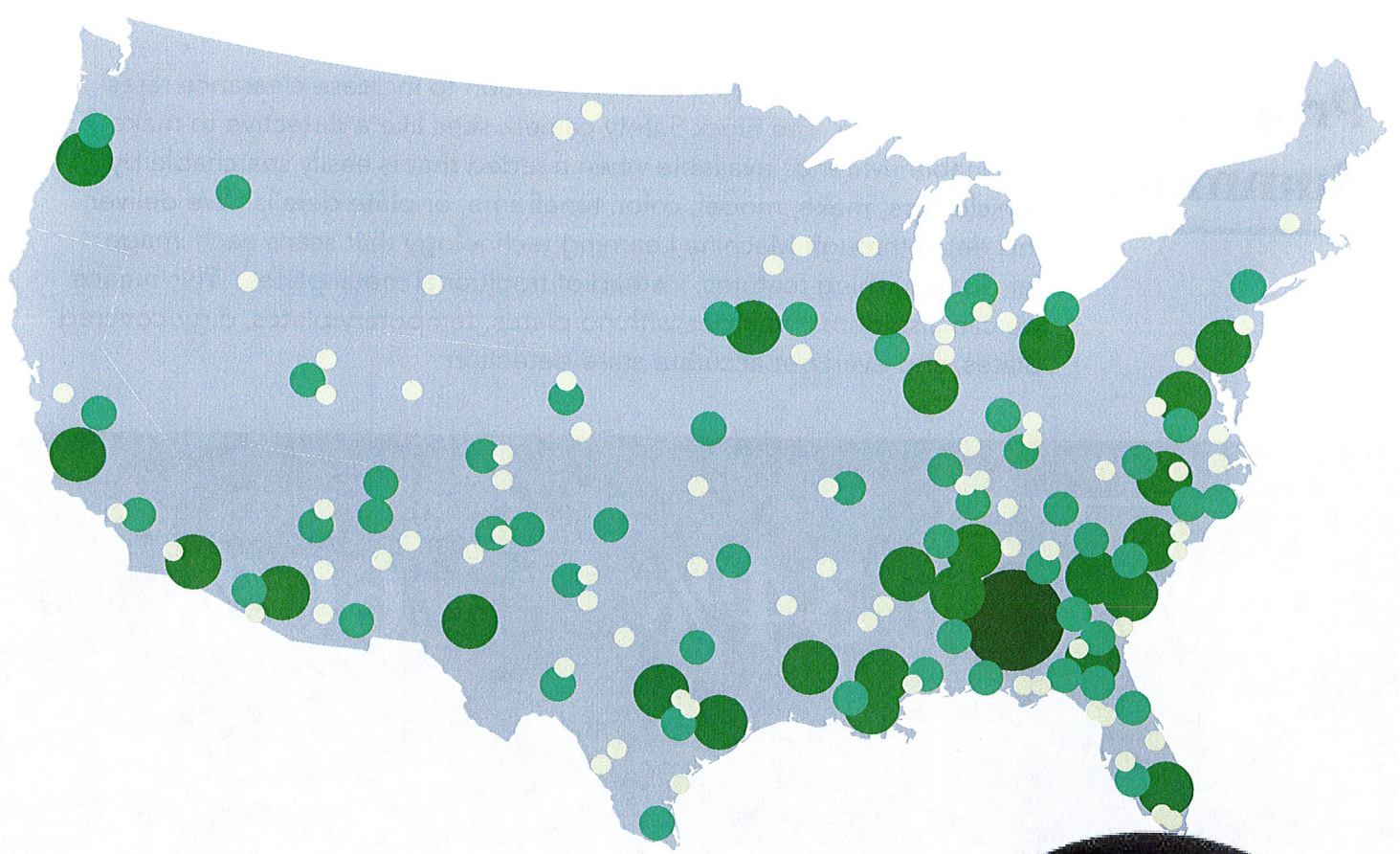
SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



600+

Police
departments

1000+

US cities

120

Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

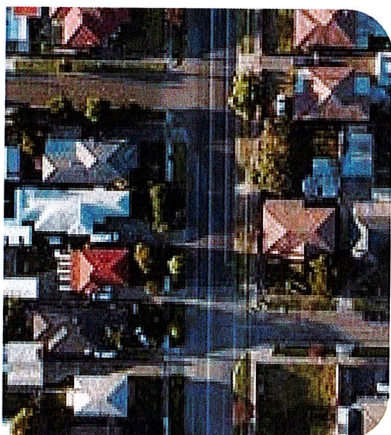
Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

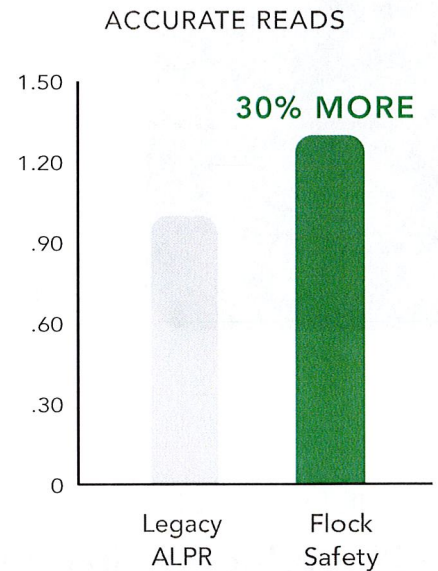
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).



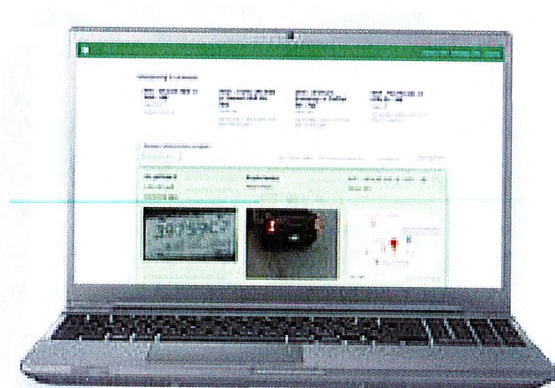


Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).

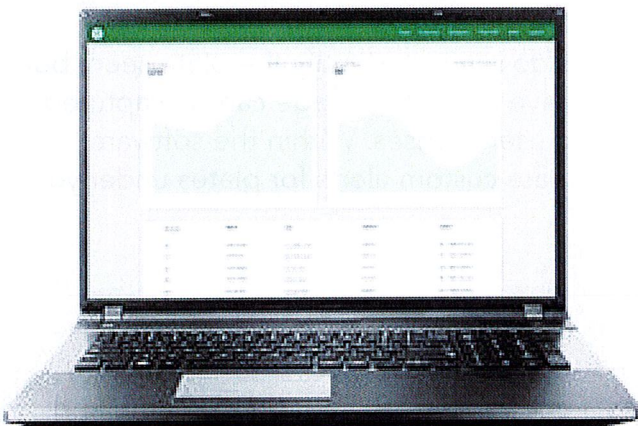
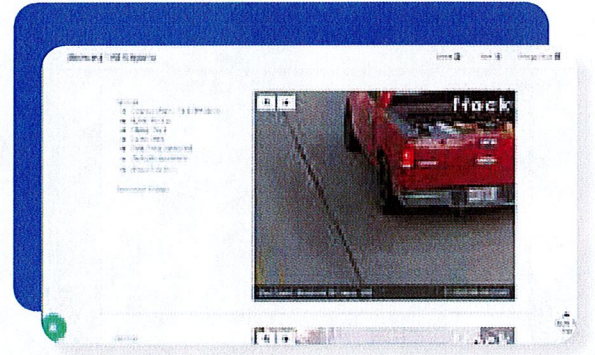


Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

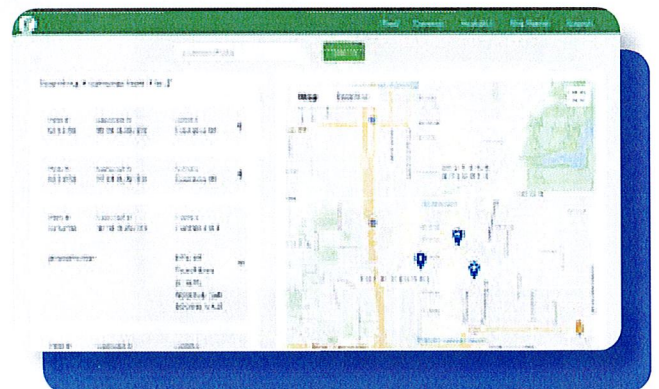
Give city council an ROI report

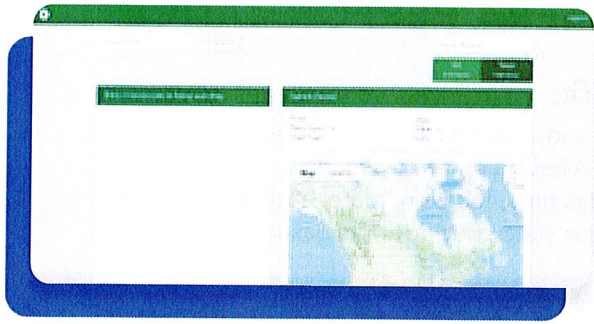
- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network





Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

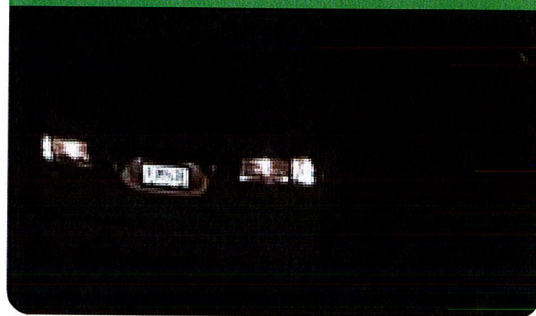
- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience

Performance

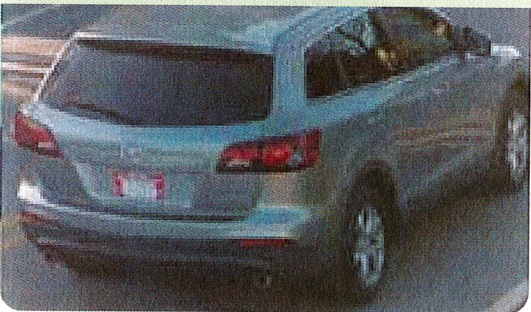
DAY TIME FOOTAGE



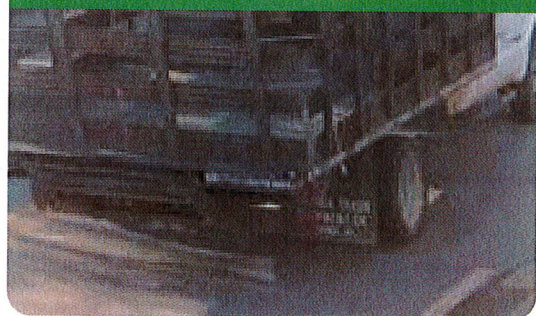
NIGHT TIME FOOTAGE



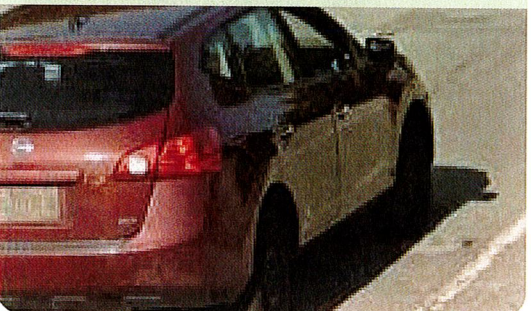
TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

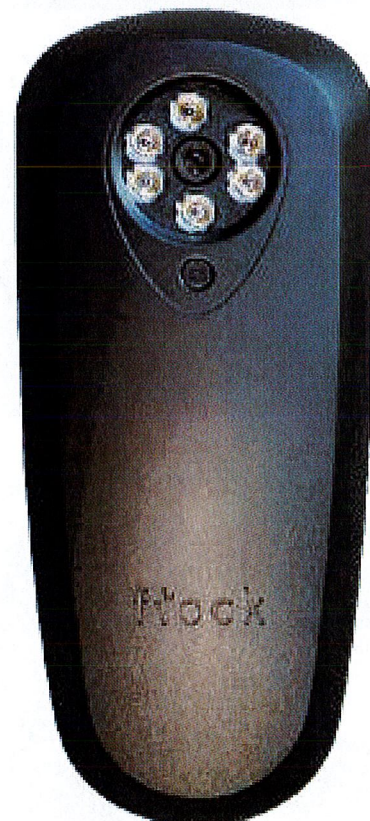
20-90 ft from vehicles

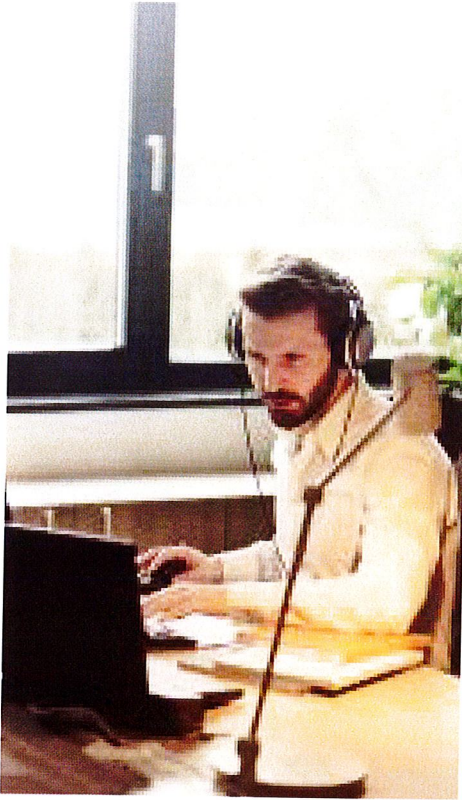
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

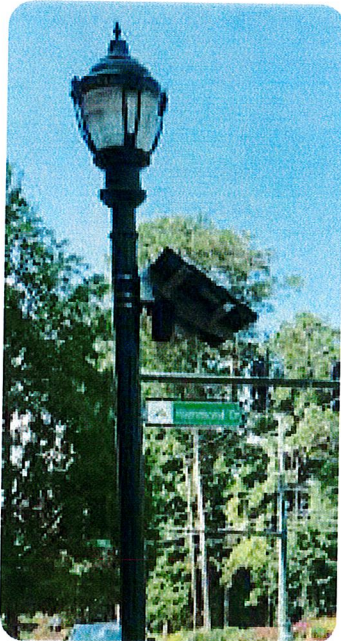
- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

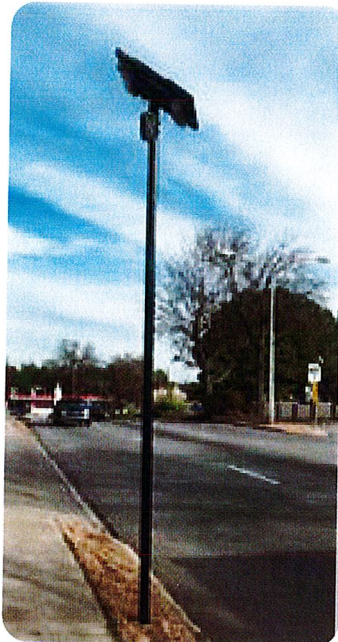
City intersection

Solar & existing pole



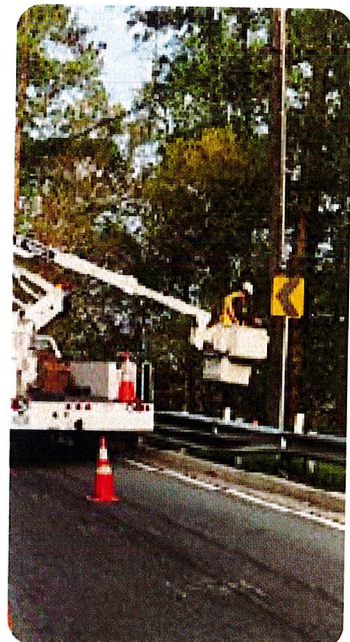
Entrance to Hotel

Solar & Flock 14 foot pole



City Foot Traffic Street

Electric & existing pole



Subscription Details	Price	QTY	Subtotal
1 Year Warranty			
Annual Subscription Price per year	\$2,500.00	14	\$35,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 1 Year Maintenance Warranty	\$0.00	14	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	14	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	14	\$3,500.00
Other Cellular Mounting Equipment	\$0.00	14	\$0.00
Total			\$38,500.00

Special terms:

- 30 Day No Obligation test
- Annual Pricing Breakdown on 14 Cameras: First Year = \$38,500, Second Year = \$35,000, Third Year = \$35,000 and Fourth Year = \$35,000
- 4 Year Total = \$143,500 (Includes Warranty, Maintenance, Cellular Charges, Etc). No Additional Charges.

Today's Date - Jul 28, 2021
This proposal expires in 30 days

(

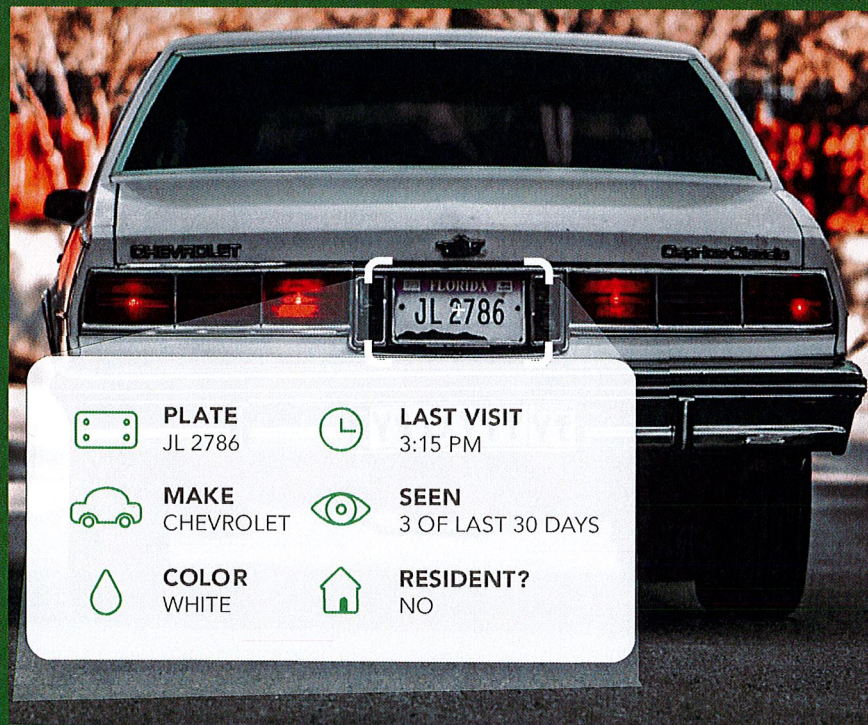
10

flock safety

flocksafety.com
866.831.5326

Your partner in fighting crime

RFP RESPONSE



Hi RFP Committee,

When we started Flock Safety in 2017, we were just concerned citizens trying to use our talents in electrical engineering and software development to help our neighborhoods stop property crime. Since that time, we've heard from Chiefs of Police, Command Staff, City Councils, and other Concerned Neighbors like us from all across the country. There is a growing desire to work together to eliminate crime and I believe that with the right technology, hard-working officers, and community engagement we can make a serious dent in the crime in your jurisdiction.

Why? Because it's happening today in 1000+ cities across the country. We're seeing lower crime rates, kidnapping victims returned to their families unharmed, millions of dollars in recovered stolen vehicles, a renewed energy among detectives and patrol officers, and most importantly, communities that support their local law enforcement because they are safer than ever before.

We want to continue that success with you and your community, so that you can:

- Use the latest, most advanced technology to capture better evidence
- Build tighter partnerships between law enforcement and the communities you serve
- Have a local team of Flock Safety reps dedicated to working with you and serving you

Together, we can change the fabric of our country. We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Garrett Langley
Founder and CEO



Sheriff Grady Judd
Polk County

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

October 12, 2020

INVITATION TO BID # C2021-01
License Plate Reader Camera System Subscription

TO: All Vendors

The Polk County Sheriff's Office is seeking Formal Bids to acquire License Plate Reader Camera System Subscription as indicated within the context of this Bid. You must submit your Bid in a sealed envelope marked, C2021-01 License Plate Reader Camera System Subscription. The bids are to be delivered to the address below or uploaded to DemandStar.

Polk County Sheriff's Office
Business Services Division/Purchasing Unit
1891 Jim Keene Blvd
Winter Haven, FL 33880

Detailed instructions for the completion of the Bid are contained in this Invitation to Bid. Bids are to be submitted no later than October 26, 2020 @ 2:00 P.M. Bids received after this time will not be considered. All requests for additional information or questions should be directed to Ashley Provenza, CPPB, CPM; Purchasing Agent at aprovenza@polksheriff.org, purchasing@polksheriff.org; or (863) 298-6364.

In determining the most advantageous Bid, the Polk County Sheriff's Office reserves the right to award the Bid to the lowest, most responsive and responsible Vendor. The Polk County Sheriff's Office further reserves the right to consider matters such as, but not limited to; quality offered, delivery terms, budget requirements, location, and service reputation of the Vendor.

On behalf of the Polk County Sheriff's Office thank you for your interest in submitting a Bid.

Sincerely,

A handwritten signature in blue ink that reads "David J. Rounds".

David J. Rounds
Deputy Director, Central Services Bureau

★★★★★★★★★★
"TEN STAR ACCREDITED AGENCY"

Install Process Guide

TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit <https://www.flocksafety.com/legal>.

WARRANTY

- All Flock products are under warranty for the duration of the Customer's contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, you can learn about the process here: <https://www.flocksafety.com/reinstall-fee-schedule>
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

SPECIFICATIONS/PRICING

Vendor agrees to furnish services specified in this Invitation to Bid at the rate indicated, for the entire duration of the awarded contract. Any cost or incidental expenses not shown on this document will be the responsibility of the vendor. All pricing must include any and all surcharges. **Comply in Full**

The Polk County Sheriff's Office is seeking a 5-year Cloud Based Subscription to meet or exceed the specifications below including all hardware/software upgrades and maintenance over the course of the subscription period (NO THIRD PARTY VENDORS). **Comply in Full.** The Flock Safety subscription includes the Flock Safety Falcon license plate reader camera, solar or DC power, mounting equipment, hardware maintenance, hardware warranty, cloud hosting, unlimited users, FDLE hotlist integration and hot tag alerts, ongoing software enhancements, and technical support and on-site service calls. The only potential charges not included in the pricing put forth in this bid are for the replacement of a stolen or vandalized camera (\$500 / camera / incident), replacement of a stolen or vandalized pole (\$150 / pole / incident), the cost for Flock to relocate a camera at a customer's request (\$150 / relocation), and LTE connectivity. LTE connectivity is not included in the pricing put forth in this bid but can be added for an addition \$500 / camera / year – fixed rate.

REPLACEMENTS:

Damaged, non-functioning, and end of life cameras will be replaced with newest model available. **Comply in Full.** Flock Safety will replace any damaged or non-functioning equipment with newest model available at time of replacement. Flock Safety will also replace all equipment with the latest model within 3 years of use. The only replacement not covered under the pricing put forth in this bid is for a camera or pole replacement due to theft, vandalism, or 3rd party damage (\$500 / camera / incident; \$150 / pole / incident).

The License Plate Reader Camera System must be turn-key and include unlimited licensing. Pricing must include a High-Speed Solution with single and multiple lane options. Vendor has the option to include multiple powered options such as but not limited to: shore power or a solar based solution. **Comply in full.** Flock Safety LPR Cameras do not just identify the plates, but multiple characteristics about the objects within the frame such as paper plates, state detection, type, make, and color of the vehicle, etc. Even if the vehicle does not have a tag, the image can be captured for review. Software user interface and data storage are included at no additional cost with unlimited user licenses. Receive FDLE hotlist alerts to help detect crime and search footage to access evidence with any internet-connected device (based on user credentials that are easily managed/approved by admin). Flock Safety cameras can be installed on an existing pole leveraging an existing power source, on an existing pole with Flock provided solar panel or a Flock provided pole with Flock provided solar power.

Vendor must indicate how they currently access FDLE (FCIC/NCIC) and the impact to the Polk County Sheriff's Office.

Flock Safety accesses extracts of the NCIC and FCIC hotlist files, which are provided to Florida law enforcement by the FDLE, via an SFTP server set up by Panama City Beach Police Department. Flock Safety pulls the extracts from the SFTP server at a regular cadence, based on when the file is updated by the FDLE. PCB PD is the sponsor agency for Flock Safety, allowing Flock to use the files provided by PCB PD with other Florida law enforcement agencies.

Note: Polk County Sheriff's Office would have option of setting up its on SFTP for Hot List if so desired. Flock Safety IT personnel can help with this set up.

60 cameras with options to expand when necessary.

CAMERA SPECIFICATION:

- ☐ Low profile, compact – **Comply.** Falcon Camera is 8.75" x 3", 3lbs
- ☐ No adjustment required by user - **Comply**
- ☐ Outdoor rated for high temperatures and inclement weather conditions - **Comply**
- ☐ Fixed or Mobile application – **Comply.** Flock Safety Provides a fixed LPR that is pole mounted, a portable LPR via attachment to customer provided speed trailer and integrates with Axon Fleet 3 to provide an integrated mobile LPR solution.
- ☐ Day/Night Capability – **Comply and exceed.** Capture standard tags, paper tags, enable state detection, and identify the make and type of the vehicle both day and night.
- ☐ Infrared and Color Capabilities – **Comply and exceed.** Use Passive Infrared Motion Detection and 850nm Custom IR Array
- ☐ High speed image processing – **Comply.** 1.4GHz, 64 Bit Quad-Core CPU
- ☐ Unlimited Captures - **Comply**
- ☐ Aim precision – **Comply.** Aiming App included
- ☐ Capture range (+/- 10 to +/- 120ft.) **Comply.** 20-95ft Capture Distance, Deployment Distance up to 25ft from edge of Roadway
- ☐ Capture speed up to +/- 150 mph – **Comply.**
- ☐ Single and Multiple Lane Capability – **Comply and exceed.** Up to 2 lanes from a vertical mass and up to 4 lanes from a horizontal mass with a single camera.
- ☐ Permanent or Temporary Mount - **Comply.** Cameras can be permanently fixed to a Flock pole or existing pole but are also built in a way that makes it easy to relocate the camera to another location if desired.
- ☐ Centralized Web Based Systems, Data Management, and Data Analytics – **Comply.** Cloud Storage and Accessible via Secure Website
- ☐ Remote Management – **Comply.** Accessible via Secure Website
- ☐ Installation of hardware: All installed cameras must meet FDOT (Florida Department of Transportation) certified installation standards. **Comply.**

Flock Safety Complies to all specifications listed above. See complete specifications document for more detailed description.

The Polk County Sheriff's Office reserves the right to test each system for a limited time at no cost to the PCSO to ensure the system will meet the agency's needs. Time frame for testing will be determined at a later date, testing will take place before award of contract. **Flock safety will allow Polk County to test all 60 cameras installed at desired locations under our "Project Prove It" program.**

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Checklist

Failure to submit the following items may result in your Bid being declared non-responsive.

- ☐ Specification/Pricing
OR
- ☐ Statement of No Bid (if applicable)
- ☐ Insurance Requirements
- ☐ Signed Exceptions Form (if applicable)
- ☐ Signed Vendor Acknowledgement/ Public Entity Crime Information/Anti-Collusion Statement
- ☐ Authorized Negotiator(s) Signature(s) Form
- ☐ Two (2) copies of entire Bid on separate Flash Drives and one (1) copy of entire Bid printed
OR
- ☐ Upload completed bid packet to DemandStar

SUBSCRIPTION PRICING

LICENSE PLATE READER CAMERA SYSTEM		
CLOUD BASE SUBSCRIPTION	YEAR 1	\$ 135,000
CLOUD BASE SUBSCRIPTION	YEAR 2	\$ 120,000
CLOUD BASE SUBSCRIPTION	YEAR 3	\$ 120,000
CLOUD BASE SUBSCRIPTION	YEAR 4	\$ 120,000
CLOUD BASE SUBSCRIPTION	YEAR 5	\$ 120,000
TOTAL SUBSCRIPTION COST (5 YEARS)		
		\$ 615,000.00

Include with your completed bid packet, the specification sheet for the camera(s) that will be provided as part of this subscription service. Comply in Full.

By signing below, I am affirming and approving all information contained in this Bid and any attachments (Bid form, etc.) are legally executed.

I have read and understand the contents of the above, and have the proper authority to execute Bid documents.

Date: 10/26/20

Print Name: Michael Venable

Signature: Michael Venable

Title: Director of Law Enforcement Sales

Vendor Name: Fleck Safety

STATEMENT OF NO BID

If you are not submitting a Bid on this service/commodity, please complete and send this form to:

Polk County Sheriff's Office
Business Services Division/Purchasing Unit
1891 Jim Keene Blvd
Winter Haven, FL 33880
purchasing@polksheriff.org

We decline to submit a Bid on (C2021-01, License Plate Reader Camera System Subscription) at this time, but would like to be considered for future solicitations.

Company Business Name: _____

Address: _____

Telephone: _____

Email: _____

Signature: _____

Title: _____

Date: _____

Failure to respond may result in deletion of Vendor's name from the Qualified Bidder's List for the Polk County Sheriff's Office.

**POLK COUNTY SHERIFF'S OFFICE
INSURANCE REQUIREMENTS / SERVICE VENDORS**

Vendor (including subcontractors) shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide to Polk County Sheriff's Office original Certificates of Insurance satisfactory to PCSO to evidence such coverage before any work commences. The Polk County Sheriff's Office and Polk County shall be named as an additional insured on General Liability and Workers' Compensation policies except to the extent of any claim arising out of the Polk County Sheriff's Office's sole negligence. General Liability and Workers' Compensation policies shall contain waiver of subrogation as against Polk County Sheriff's Office and Polk County. The commercial General Liability Policy shall (by endorsement of necessary) provide contractual liability coverage for the contractual indemnity stated in Article VII, above. All insurance coverage shall be written with a company having an .M. Best rating of at least the " " category and size category of A-VII, or better. The Vendor shall not be self-insured without permission of Polk County Sheriff's Office.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability	\$1, 000,000 per occurrence
(Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ Statutory limits

It is necessary that annual insurance certificates be submitted to the Polk County Sheriff's Office Purchasing Unit to maintain approved vendor status and ensure compliance with all requirements. By signing below, I am affirming and approving all information contained in this Proposal and any attachments (Proposal form, etc) are legally executed.

I have read and understand the contents of the above, and have the proper authority to execute Proposal documents.

Date: 10/26/20

Print Name: Michael Venable

Signature: Michael Venable

Title: Director of Law Enforcement Sales

Vendor Name: Flock Safety

EXCEPTIONS

Exceptions to the Bid: Notes - Any representation (below) or Exception(s) may cause this Bid to be rejected by the Polk County Sheriff's Office. All proposers should carefully read the Terms and Conditions.

The following represents every deviation (itemized by number) to the foregoing Terms and Conditions and Specifications upon which the Bid is based, to wit:

By signing below, I am affirming and approving all information contained in this Bid and any attachments (Bid form, etc.) are legally executed.

I have read and understand the contents of the above, and have the proper authority to execute Bid documents.

Date: 10/23/20

Print Name: Michael Venable

Signature: Michael Venable

Title: Director of Law Enforcement Sales

Vendor Name: Flock Safety

SPECIAL TERMS AND CONDITIONS
(Special Terms and Conditions supersede applicable
Standard Terms and Conditions)

A. CONTRACT TERMS:

The initial contract shall be effective for five (5) twelve (12) month periods from date of signing. All prices submitted shall remain unchanged during the period of performance. The Sheriff may terminate this Agreement with (60) days written notice to Provider.

B. INDEMNIFICATION:

The initial contract will require the Vendor to indemnify, defend (by counsel reasonably acceptable to Polk County Sheriff's Office) protect and hold Polk County Sheriff's Office and Polk County, its officers, employees and agents from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and cost during negotiation, through litigation and all appeals therefrom) whatsoever pertaining to the death of or injury to any person, or any damage to any property arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Vendor's performance of this Agreement, or (iv) the negligent acts, errors or omissions, or the intentional or willful misconduct, of Vendor, its sub-contractors, agents, employees and invitees, provided, however, that Vendor shall not be obligated to defend or indemnify Polk County Sheriff's Office with respect to any such claims or damages arising out of Polk County Sheriff's Office sole negligence.

C. INDEMNIFICATION BY POLK COUNTY SHERIFF'S OFFICE:

Florida Statutes Section 768.28 prohibits the Polk County Sheriff's Office from agreeing to indemnify or hold harmless a non-governmental person or entity. Accordingly, the Polk County Sheriff's Office will not agree in the contract to provisions which required the agency to indemnify, hold harmless, defend, or otherwise reimburse or protect any non-government person or entity for any reason or under any circumstances.

D. GOVERNING LAW & VENUE:

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Polk County, Florida.

E. ARBITRATION AND ATTORNEYS FEES

The Polk County Sheriff's Office will not agree to any provision for arbitration and for the recovery of attorney's fees.

F. BEST PRICING OFFER:

During the Contract term, if the Polk County Sheriff's Office becomes aware of better pricing offered by the Vendor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Polk County Sheriff's Office, the price under the Contract shall be immediately reduced to the lower price.

G. INSTALLATION:

Where installation is required, Vendor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Vendor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by Vendor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Vendor shall promptly restore the structure or site to its original condition. Vendor shall perform installation work so as to cause the least inconvenience and interference with the Polk County Sheriff's Office and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

H. EMPLOYEES, SUBCONTRACTORS, AND AGENTS:

Vendor's employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Vendor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Polk County Sheriff's Office and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The Polk County Sheriff's Office may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Polk County Sheriff's Office may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Polk County Sheriff's Office security or other requirements. Such approval shall not relieve the Vendor of its obligation to perform all work in compliance with the Contract. The Polk County Sheriff's Office may reject and bar from any facility for cause any of the Vendor's employees, subcontractors, or agents.

I. SECURITY AND CONFIDENTIALITY:

Vendor shall comply fully with all security procedures of the United States, State of Florida and the Polk County Sheriff's Office in performance of the Contract. Vendor shall not divulge to third parties any confidential information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Polk County Sheriff's Office. Vendor shall not be required to keep confidential information or material that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the Polk County Sheriff's Office confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

J. RISK OF LOSS:

Until acceptance, risk of loss or damage shall remain with Vendor. Vendor shall be responsible for filing, processing, and collecting all damage claims.

K. CONFERENCE(S):

The Polk County Sheriff's Office reserves the right to "short list" proposals. At that time, the Polk County Sheriff's Office may request a conference(s) to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to a formal award. The Polk County Sheriff's Office may choose to modify its choice of a Vendor at any time during the conference process if the Polk County Sheriff, in his discretion, determines that such a change is in the best interest of the Polk County Sheriff's Office. The Polk County Sheriff's Office will not be liable for any costs incurred by the Vendor in connection with such conference.

By signing below, I am affirming and approving all information contained in this Proposal and any attachments (Proposal form, etc) are legally executed.

I have read and understand the contents of the above, and have the proper authority to execute Proposal documents.

Date: 10/26/20

Print Name: Michael Venable

Signature: Michael Venable

Title: Director of Law Enforcement Sales

Vendor Name: Flock Safety

INVITATION TO BID STANDARD TERMS AND CONDITIONS

Vendor: To insure acceptance of the Bid, follow these instructions:

1. **CONTRACT PERIOD:** The Contract shall be effective for a twelve (12) month period from date of signing with up to three (3) optional renewal periods. All prices submitted shall remain unchanged during the period of performance. If the Board of County Commissioners of Polk County, in the regular course of its budget or appropriation process, withdraws, or fails to appropriate funds for the procurement of services under this Agreement, then the Sheriff may terminate this Agreement at the conclusion of any billing cycle or the beginning of the unfunded budget period with at least sixty (60) days prior written notice to Provider. The Sheriff agrees to pay Provider all charges and expenses incurred before the effective date of such termination. (SEE SPECIAL TERMS & CONDITIONS)
2. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided.
3. **SEALED BIDS/SOLICITATIONS:** All Bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the Bid Opening and the Bid number. If the Bid is to be returned via Express Mail or in a courier envelope, the Bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the Sealed Bid envelope should have attached the label included with the Bid package or noted, the Bid File Number and "Attention: Purchasing Unit - Sealed Bid." If there is not going to be a Bid submitted, please fill out the "STATEMENT OF NO BID" form, included in this Bid package. Offers by telephone or facsimile for a sealed Bid or proposal cannot be accepted. It is the Vendor's responsibility to assure that the Bid is delivered at the proper time and place of the Bid opening.
4. **BID OPENING:** Shall be during a public meeting on the date and at the time specified on the Bid form or shortly thereafter. However, the purpose of the ITB opening is to document the vendors submitting Bids only. Information pertaining to Bids will be available in accordance with Florida State Statutes, Chapter 119. Bids that for any reason are not delivered by the specified date and time will be returned to the Bidder unopened.
5. **PRICES AND TERMS:** The Polk County Sheriff's Office will evaluate and select the Bid they feel will be in the best interest and meets the needs of the Polk County Sheriff's Office.
 - a. **TAXES:** Polk County Sheriff's Office does not pay Federal Excise or State Sales Taxes.
 - b. **MISTAKES:** Vendors are expected to examine the specifications, delivery schedules, Bid prices and all instructions pertaining to product(s). Failure to do so will be at Vendor's risk.
 - c. **CONDITION:** All product(s) not conforming in every way acceptable to the Polk County Sheriff's Office shall be rejected.
 - d. **F.O.B. PRICES:** All prices shall be quoted F.O.B. Destination. The Seller shall pay all transportation charges and title to the goods shall transfer to the Purchaser at the destination.

6. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Polk County Sheriff's Office may purchase additional quantities from other Vendors during the life of the Contract. Quantities stated on this Bid represent estimated usage for the period indicated in the specifications.
7. **BRAND NAMES:** Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
8. **BRAND SUBSTITUTIONS:** Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The Polk County Sheriff's Office will be the sole judge of whether such alternates are equivalent to the items specified. The Polk County Sheriff's Office reserves the right to waive immaterial variations in the specifications.
9. **CLARIFICATIONS/INTERPRETATION AND ADDENDA:** No interpretation or changes to the meaning of the Bid will be made to any Vendor except by written addendum or amendment. All questions regarding this Bid should be submitted in writing and must be received no later than ten (10) calendar days prior to the closing date for Bid submittal, addressed Ashley Provenza, CPPB, CPM; Polk County Sheriff's Office, 1891 Jim Keene Blvd., Winter Haven, FL 33880 or aprovenza@polksheriff.org.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Vendors must disclose with their Bid, the name of any officer, director, or agent who is also an employee of the Polk County Sheriff's Office. Further, all Vendors must disclose the name of any Polk County Sheriff's Office employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Vendor's firm or any of its branches.
11. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the product/service herein apply. Lack of knowledge by the Vendor will in no way be cause for relief from responsibility.
12. **VERBAL REPRESENTATIONS:** The Polk County Sheriff's Office disclaims any responsibility for verbal representations or information issued or conveyed by any party whomsoever regarding or relating to this Invitation to Bid. No interpretation or changes to the meaning of the Invitation to Bid will be made to any vendor except by written addendum or amendment. All inquiries will be processed as noted in this document.
13. **EXCEPTIONS TO BID:** All Bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and the Specifications. Such deviations should be stated upon the Bid Response or appended thereto. Proposers are hereby advised that the Polk County Sheriff's Office will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid package. In instances, where an exception is stated upon the Bid Response, said Bid will be subject to rejection by the Polk County Sheriff's Office in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Proposer by the General Terms and the Specifications.

14. PUBLIC RECORDS:

(a) Access to Public Records

Vendor shall allow public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Agreement/Contract as required by Florida law, unless the records are exempt from Article I, section 24(a), Florida Constitution, or section 119.07(1), Florida Statutes. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-298-6200 RECORDSREQUEST@POLKSHERIFF.ORG, 1891 JIM KEENE BLVD, WINTER HAVEN, FLORIDA 33880. Polk County Sheriff's Office may unilaterally terminate the Agreement/Contract if Vendor refuses to allow public access as required in this section.

(b) Redacted Copies of Confidential Information

If Vendor considers any portion of any documents, data, or records submitted to the Polk County Sheriff's Office to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Vendor must provide the Polk County Sheriff's Office with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the Contract name and number, and be clearly titled "Confidential." The redacted copy should redact only those portions of material Vendor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

(c) Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Polk County Sheriff's Office will provide Vendor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Polk County Sheriff's Office will notify Vendor such an assertion has been made. It is Vendor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Polk County Sheriff's Office becomes subject to a demand for discovery or disclosure of the Confidential Information of Vendor under legal process, the Polk County Sheriff's Office shall give Vendor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(d) Indemnification Related to Redacted Confidential Information

Vendor shall protect, defend, and indemnify the Polk County Sheriff's Office for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Vendor fails to submit a redacted copy of information it claims is Confidential, the Polk County Sheriff's Office is authorized to produce all documents, data, or records submitted to the Polk County Sheriff's Office in answer to a public records request or other lawful request for these records.

- (e) **Public Records Clause for Polk County Sheriff's Office Contracts**
- ☐ Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - ☐ Upon request from the agency's custodian of public records, provide the agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - ☐ 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 agency.
 - ☐ Upon completion of the contract, meet all requirements for retaining public records and transfer, at no cost, to the agency all public records in possession of the contractor or keep and maintain public records required by the agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the agency, upon request from the agency's custodian of public records, in a format that is compatible with the information technology systems of the agency.
15. **CONFIDENTIAL DOCUMENTS:** Any confidential documents submitted as part of this Bid must be clearly indicated as such.
16. **LIABILITY:** The Vendor shall hold and save Grady Judd, Sheriff, Polk County, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Contract.
17. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Vendor is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the Polk County Sheriff's Office requirements that the successful Vendor comply with it in all respects prior to and during the term of the Contract.
18. **EVALUATION OF BID/AWARD:** Grady Judd, Sheriff, Polk County reserves the right to award the bid/proposal to the lowest, most responsive and responsible Vendor who submits the bid meeting specifications most advantageous to Polk County Sheriff's Office. Grady Judd, Sheriff, Polk County further reserves the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location and service reputation of the Vendor, in determining the most advantageous bid. Bid tabulations will be released within 30 days of bid opening unless otherwise stated.

19. **AWARDS:** As the best interest of the Polk County Sheriff's Office and the Taxpayers of Polk County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids or waive any informality or technicality in bids received. The Sheriff may exercise assigned rights, pursuant to law, to use discretion in effecting the purchase of goods and services.
20. **DISPUTES:** In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the Sheriff shall be final and binding on both parties.
21. **AFTER AWARD:** The Polk County Sheriff's Office reserves the right to add or delete items at prices to be negotiated at the time of addition or deletion. In the event of market changes, the Polk County Sheriff's Office may negotiate justified adjustments both upward/downward such as price, terms, etc., to this contract when the Sheriff's Office in its sole judgment, considers such adjustments to be in the best interest of the Polk County Sheriff's Office.
22. **NON-PERFORMANCE/LIQUIDATED DAMAGES:** Time is of the essence of this Contract and failure to deliver within the time period shall be considered a default. In case of a default, the Polk County Sheriff's Office may procure the required services and/or goods from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the Contract.
23. **VENDOR'S SITE VISIT:** The Polk County Sheriff's Office reserves the right, at its discretion, to conduct "on site" visitations of any vendors' facilities. The purpose of the visit will be to ensure the Polk County Sheriff's Office of the Vendor's capabilities of successfully administering this contract. If, in the Polk County Sheriff's Office's opinion, any vendor does not have the required capabilities as listed herein, this shall be considered grounds for non-award/cancellation.
24. **VERBAL/WRITTEN PURCHASE ORDERS:** The award of this Bid does not constitute an order. Before delivery is made the Vendor must receive a duly executed purchase order and/or contract. acceptance by the Vendor is assumed upon issue by the Polk County Sheriff's Office, of a duly executed purchase order. Inspection and acceptance of item(s) will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Vendor until the acceptance by the Polk County Sheriff's Office.
25. **DELIVERY REQUIREMENTS:** All products on the purchase order are expected to be delivered to the designated location(s) in a timely manner, and in the quantities requested on the purchase order. Any exceptions must be agreed upon, in writing between the Polk County Sheriff's Office designee, and the vendor prior to shipping/delivery.
26. **DELIVERY TICKETS/INVOICING:** The successful Vendor shall furnish a priced and itemized delivery ticket or invoice for every delivery made to the Polk County Sheriff's Office. The delivery ticket or invoice shall include the date, address delivered to, and purchase order number and shall be signed by a representative of the requesting department when delivery is made.
27. **RETURNS:** Any goods delivered to the Polk County Sheriff's Office not as ordered shall be returned to the successful Vendor at no cost to the Polk County Sheriff's Office. Each respondent shall list herein what, if any, restocking charge will be charged to the Polk County Sheriff's Office for items being returned by the Polk County Sheriff's Office at no fault of the vendor. Any restocking charge shall be taken into consideration in the award/evaluation process.

28. **INSURANCE:** The successful vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the Polk County Sheriff's Office from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The successful Vendor shall furnish a copy of an original Certificate of Insurance, naming the Polk County Sheriff's Office as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will send 30 days written notice to the certificate holder. The successful Vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Purchaser's attorney and/or Risk Management and shall require and show evidence of insurance coverage's on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.
29. **CANCELLATION/TERMINATIONS/SUSPENSION:** The Polk County Sheriff's Office may cancel this agreement **WITHOUT CAUSE** at any time by giving sixty (60) days written notice to the **VENDOR**. In addition, the Polk County Sheriff's Office may immediately suspend business with the **VENDOR** with written notification. The **VENDOR** may cancel this agreement **WITHOUT CAUSE** at any time by giving not less than sixty (60) days written notice to the Polk County Sheriff's Office. The **VENDOR** shall continue to provide services beyond the sixty (60) days' notice period and through the transition to a new supplier/contractor so long as the Polk County Sheriff's Office is proceeding reasonably and in good faith to enter into an agreement with a replacement supplier/contractor.
30. **OPTION TO EXTEND THE TERM OF THIS CONTRACT:** This Contract may be renewed on a yearly basis at the option of the Polk County Sheriff's Office. If the Polk County Sheriff's Office desires to renew this Contract, a Notice of Intent to Renew will be submitted no less than (60) sixty days before the Contract expires. This Notice of Intent shall not be deemed to commit the issuing party to a renewal.
31. **SECURITY/BACKGROUND INVESTIGATIONS:** Access to Polk County Sheriff's Office Facilities by vendors/workers is a privilege, which may be revoked for any adverse background or intelligence checks. The awarded vendor will be required to submit to a FDLE background check and fingerprinting of all employees working on the project, prior to award of the contract. Thereafter, should vendor have any personnel changes or employees added to work on this project, such employees shall be required to undergo the FDLE background check and fingerprinting process as well. Fingerprinting will be conducted by the Polk County Sheriff's Office. Vendor shall not utilize any employees on this project who have been terminated by the Polk County Sheriff's Office or previous employees, of the Polk County Sheriff's Office who are ineligible for re-hire by the Polk County Sheriff's Office.

32. **INDEMNIFICATION:** Vendor, shall indemnify, defend (by counsel reasonably acceptable to Polk County Sheriff's Office) protect and hold Polk County Sheriff's Office, its officers, employees and agents from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and cost during negotiation, through litigation and all appeals therefrom) whatsoever pertaining to the death of or injury to any person, or any damage to any property arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Vendor's performance of this agreement, or (iv) the negligent acts, errors or omissions, or the intentional or willful misconduct, of Vendor, its sub-contractors, agents, employees and invitees, provided, however, that Vendor shall not be obligated to defend or indemnify Polk County Sheriff's Office with respect to any such claims or damages arising out of Polk County Sheriff's Office's sole negligence.
33. **DUE DILIGENCE:** Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of Proposers to ensure they have all the information they deem necessary to affect their Bid. The Polk County Sheriff's Office will not be responsible for the failure on the part of the Proposers to determine the full extent of the risk exposures and scope of work required to effectively perform under the contract.
34. **PIGGYBACK CLAUSE:** At the option of the awarded vendor, the vendor agrees to allow the Polk County Sheriff's Office and other governmental entities of the state of Florida and its agencies, political subdivisions, counties, and cities, to purchase additional items by piggybacking on this Bid. Each government entity may procure goods and services as described herein with the same terms and conditions, and for the same price. Each governmental entity desiring to accept these Bids, and make award thereof, shall do so independently of any other government entity. Each government entity shall be responsible for its own purchases and shall be liable for goods and services ordered and received by it, and no government entity assumes any liability by virtue of this Bid.

--- End of Standard Terms and Conditions ---

VENDOR ACKNOWLEDGEMENT

By signing and submitting this Pre-Qualification Package, Vendor acknowledges he/she has read, understands, and can provide the minimum requirements stated herein, that he/she has visited the site, performed investigations and verifications as he/she deems necessary, understands/accepts terms and conditions familiarized him/herself with the local conditions under which the work is to be performed and will be responsible for any and all errors in his/her Pre-Qualification Package resulting from his/her failure to do so. Vendor certifies this Pre-Qualification Package has not been prepared in collusion with any other Vendor or other person or persons engaged in the same line of business.

PUBLIC ENTITY CRIME/DEBARMENT INFORMATION

A person or affiliate who has been placed on the Convicted Vendor or Excluded Parties List System (EPLS) list following a conviction for a public entity crime may not submit a Bid/Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit Bids/Proposal on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, sub-Vendor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list. Please refer to <https://sam.gov> and/or Florida Statutes 287.133 to ensure compliance.

ANTI-COLLUSION STATEMENT

The below signed Bidder has not divulged to, discussed or compared his/her Bid/Proposal with other Vendors and has not colluded with any other Bidder or parties to a Bid/Proposal whatsoever. Note: no premiums, rebates, or gratuities to any employee or agent are permitted with, before, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the master vendors list.

By signing below, I am affirming and approving all information contained in this Proposal and any attachments (Proposal form, etc.) are legally executed.

I have read and understand the contents of the above, and have the proper authority to execute Proposal documents.

Date: 10/26/20

Print Name: Michael Venable

Signature: Michael Venable

Title: Director of Law Enforcement Sales

Vendor Name: Flock Safety

AUTHORIZED NEGOTIATOR(S) SIGNATURE(S)

By signing below, I am affirming and approving all information contained in this bid and any attachments (bid form, etc.) are legally executed and that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Company Name: Flock Safety

Federal I.D. /EIN: 820594875 DUNS Number: 085951311

Physical Address: 1170 Howell Mill Rd. NW
Unit 210
Atlanta, GA 30318

Mailing Address:
(If different from above)

1. Authorized Representative (Print): Michael Venable

Title of Representative: Director of Law Enforcement Sales

Authorized Signature: Michael Venable

Phone: (706) 388-2054 Email: Mike.Venable@Flocksafety.com

2. Authorized Representative (Print): _____

Title of Representative: _____

Authorized Signature: _____

Phone: _____ Email: _____

Cut this label out and tape this label to your Invitation to Bid package to identify it as an Invitation to Bid. Neither facsimile nor emailed documents will be accepted. Be sure to include the name of the company submitting the bid where requested.



DELIVER TO:
Polk County Sheriff's Office Business Services Division/Purchasing Unit 1891 Jim Keene Blvd Winter Haven, FL 33880-8000
INVITATION TO BID: DO NOT OPEN
ITB # C2021-01
Proposal Name: <u>LICENSE PLATE READER CAMERA SYSTEM SUBSCRIPTION</u>
Opening Date/Time: <u>October 26 @ 2:00 PM</u>
Company Name: _____



FLOGRO-01

TMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2020

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 have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Complete Insurance Source, Inc P.O. Box 1299 Fayetteville, GA 30214	CONTACT NAME: Tiffany Miller		
	PHONE (A/C, No, Ext): (770) 371-8257	FAX (A/C, No): (770) 371-1999	
	E-MAIL ADDRESS: tiffany@complete-insurance.com		
INSURED Flock Group Inc DbA Flock Safety 1170 Howell Mill Rd Northwest Atlanta, GA 30318	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: One Beacon Insurance		442
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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			711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
							POLICY ☒ PRO-JECT ☐ LOC	
	OTHER:							
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			711-01-72-03-0000	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB			711-01-72-03-0000	8/23/2020	8/23/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							DED	\$
							RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406-04-69-96-0000	8/23/2020	8/23/2021	☒ 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
A	Errors & Omissions			760-01-07-88-0000	8/23/2020	8/23/2021	Aggregate	5,000,000
A	Cyber			760-01-07-88-0000	8/23/2020	8/23/2021	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

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



Sheriff Grady Judd

Polk County

1891 Jim Keene Blvd • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

January 29, 2021

Flock Safety
1170 Howell Mill Rd. NW
Unit 210
Atlanta, GA 30318

Dear Mr. Vendable

The Polk County Sheriff's Office awards the bidder whose bid is determined, in writing, to be the most advantageous, taking into consideration price and criteria set forth in Invitation to Bid (ITB). We consider in part, but not limited to, quality offered, delivery terms, budget requirements, location, and service reputation of the vendor, in determining the most advantageous bid. After having analyzed potential options as presented in response to ITB # C2021-01, License Plate Reader Camera System Subscription; Flock Safety, has been selected as the vendor that represents the best overall product and services for the Agency, and therefore has been awarded the bid.

The anticipated start date and final approval of the contract is contingent on legal review and all parties signing the document. If a contract cannot be signed in a timely manner, the Polk County Sheriff's Office reserves the right to move to the second most advantageous vendor. The term of the contract will be for five (5) twelve (12) month periods from date of signing.

Thank you for the time and effort you have dedicated to this bid. I appreciate your interest in serving the Polk County Sheriff's Office and the Citizens of Polk County. Should you have any questions or need additional information regarding this matter, please contact Ashley Provenza CPPB, CPM, Purchasing Supervisor, at aprovenza@polksheriff.org or call 863-298-6308.

Sincerely,

A handwritten signature in cursive script that reads "David J. Rounds".

David J. Rounds, Deputy Director
Central Services Bureau

C: Executive Director McDonald
Director Baggett
File



"TEN STAR ACCREDITED AGENCY"

AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SHORE POWER EDGE 300: FIXED (3 LANES, > 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,986.00	\$ 179,280.00		
YEAR 2	\$ 2,986.00	\$ 179,280.00		
YEAR 3	\$ 2,986.00	\$ 179,280.00		
YEAR 4	\$ 2,986.00	\$ 179,280.00		
YEAR 5	\$ 2,986.00	\$ 179,280.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 896,400.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SHORE POWER EDGE 70: FIXED (2 LANES, < 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,148.00	\$ 128,880.00		
YEAR 2	\$ 2,148.00	\$ 128,880.00		
YEAR 3	\$ 2,148.00	\$ 128,880.00		
YEAR 4	\$ 2,148.00	\$ 128,880.00		
YEAR 5	\$ 2,148.00	\$ 128,880.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 644,400.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SOLAR POWER EDGE 300: FIXED (3 LANES, > 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 3,868.00	\$ 232,080.00		
YEAR 2	\$ 3,868.00	\$ 232,080.00		
YEAR 3	\$ 3,868.00	\$ 232,080.00		
YEAR 4	\$ 3,868.00	\$ 232,080.00		
YEAR 5	\$ 3,868.00	\$ 232,080.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 1,160,400.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SOLAR POWER EDGE 70: FIXED (2 LANES, < 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,630.00	\$ 157,800.00		
YEAR 2	\$ 2,630.00	\$ 157,800.00		
YEAR 3	\$ 2,630.00	\$ 157,800.00		
YEAR 4	\$ 2,630.00	\$ 157,800.00		
YEAR 5	\$ 2,630.00	\$ 157,800.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 789,000.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
FIXED				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 8,856.48	\$ 531,388.80		
YEAR 2	\$ 6,788.48	\$ 407,308.80		
YEAR 3	\$ 6,788.48	\$ 407,308.80		
YEAR 4	\$ 6,788.48	\$ 407,308.80		
YEAR 5	\$ 6,788.48	\$ 407,308.80		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 2,160,624.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
MOBILE *				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 11,296.80	\$ 677,808.00		
YEAR 2	\$ 9,870.79	\$ 592,247.40		
YEAR 3	\$ 9,870.79	\$ 592,247.40		
YEAR 4	\$ 9,870.79	\$ 592,247.40		
YEAR 5	\$ 9,870.79	\$ 592,247.40		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 3,046,797.60		
* Each system includes 2 Mobile Multilane Cameras				

AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SOLAR POWER EDGE 300: FIXED (3 LANES, > 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 5,068.00	\$ 304,080.00		
YEAR 2	\$ 5,068.00	\$ 304,080.00		
YEAR 3	\$ 5,068.00	\$ 304,080.00		
YEAR 4	\$ 5,068.00	\$ 304,080.00		
YEAR 5	\$ 5,068.00	\$ 304,080.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 1,520,400.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
SOLAR POWER EDGE 70: FIXED (2 LANES, < 55MPH)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 3,320.00	\$ 199,200.00		
YEAR 2	\$ 3,320.00	\$ 199,200.00		
YEAR 3	\$ 3,320.00	\$ 199,200.00		
YEAR 4	\$ 3,320.00	\$ 199,200.00		
YEAR 5	\$ 3,320.00	\$ 199,200.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 996,000.00		
AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY*				
LICENSE PLATE READER CAMERA SYSTEM				
MOBILE IN-VEHICLE (2 CAMERA SYSTEM)*				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,388.00	\$ 143,280.00		
YEAR 2	\$ 2,388.00	\$ 143,280.00		
YEAR 3	\$ 2,388.00	\$ 143,280.00		
YEAR 4	\$ 2,388.00	\$ 143,280.00		
YEAR 5	\$ 2,388.00	\$ 143,280.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 716,400.00		
REKOR/VERBA MOBILITY*				
TOTAL SUBSCRIPTION COST (5 YEARS)				
		\$		
* REKOR AND VERBA MOBILITY ARE PARTNERING FOR THIS PROJECT// AFTER A DISCUSSION WITH ME, THEY DECIDED TO SUBMIT SEPARATE RESPONSES TO BE SAFE BECAUSE OF THE NO THIRD PARTY STATEMENT IN THE BID. REKOR AND AMERICAN TRAFFIC SOLUTIONS/VERBA MOBILITY ARE OFFERING THE SAME PRICING OPTIONS.				
VETTED SECURITY SOLUTIONS				
LICENSE PLATE READER CAMERA SYSTEM				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,250.00	\$ 135,000.00		
YEAR 2	\$ 2,250.00	\$ 135,000.00		
YEAR 3	\$ 2,250.00	\$ 135,000.00		
YEAR 4	\$ 2,250.00	\$ 135,000.00		
YEAR 5	\$ 2,250.00	\$ 135,000.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 675,000.00		
FLOCK SAFETY				
LICENSE PLATE READER CAMERA SYSTEM				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 2,250.00	\$ 135,000.00		
YEAR 2	\$ 2,000.00	\$ 120,000.00		
YEAR 3	\$ 2,000.00	\$ 120,000.00		
YEAR 4	\$ 2,000.00	\$ 120,000.00		
YEAR 5	\$ 2,000.00	\$ 120,000.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 615,000.00		
UTILITY ASSOCIATES				
LICENSE PLATE READER CAMERA SYSTEM				
# OF YEARS	COST/CAMERA SYS	YEARLY COST/60 CAMERAS		
YEAR 1	\$ 5,833.33	\$ 350,000.00		
YEAR 2	\$ 3,520.83	\$ 211,250.00		
YEAR 3	\$ 3,520.83	\$ 211,250.00		
YEAR 4	\$ 3,520.83	\$ 211,250.00		
YEAR 5	\$ 3,520.83	\$ 211,250.00		
TOTAL SUBSCRIPTION COST (5 YEARS)		\$ 1,195,000.00		

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location

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allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency’s Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock’s Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall

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have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety’s products or services to its customers, (b) the competitive strength of, or market for, Flock Safety’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys’ fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency’s Installation Obligations, or otherwise from Agency’s use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

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4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

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4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

5.4 No-Fee Term Access. Subject to Flock’s record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (“**No Fee Term**”) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock’s complimentary access to the Flock Service and

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Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock’s own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party’s making an assignment for the benefit of creditors, or (iii) upon the other party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency’s Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their

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sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT

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LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

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10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an agreement with Weiss, Serota, Helfman, Cole & Bierman, P.L regarding Labor and Employment Law matters. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement is being submitted by Brett Schneider of Weiss, Serota, Helfman, Cole and Berman, P.L. The firm currently provides general labor and employment law services to the Town.

Mr. Schneider hereby submits a proposal for the Town Council consideration to increase the fee for legal services from \$250 to \$265 per hour, to be effective October 1, 2021. The firm is also seeking approval for a 2% increase per year, thereafter.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

During Fiscal Year 2021-2022 budgeting process, the appropriations for line item 001.5140.400031.000 Professional Services were made in the amount of \$180,000 out of this amount \$40,000 was assigned to the Labor and Employment matters, \$120,000 for Town Attorney Retainer and \$20,000 for any additional legal services.

Since the FY 2021-2022 Labor and Employment legal matters is budgeted and at this point there is no determination made of how many legal service hours will be used, there is no fiscal impact due to this contract. If the hours used combined with the rate increase will be higher than budgeted amounts then the Budget Amendment for next Fiscal Year might be necessary and there is remote possibility that General Fund reserves will have to be used to cover the cost of legal services.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Weiss, Serota - Labor and Employment Legal Services	8/11/2021	\$0.00	001.5410.400031.000	Labor and Employment Legal Services	\$40,000.00

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

ATTACHMENTS

1. Retainer Agreement- Town of Bay Harbor Islands- 8-3-2021 (002)



Brett J. Schneider, Esq.
Bschneider@wsh-law.com

August 3, 2021

VIA E-MAIL (mlasday@bayharborislands-fl.gov)

Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Retainer Agreement

Dear Ms. Lasday:

It has been this Firm's honor and a privilege to represent the Town of Bay Harbor Islands for more than 30 years. We apologize in advance for the formality of this letter, but believe it is appropriate to update the terms of our engagement at this time. This letter is intended to set forth our understanding as to the nature and scope of the legal services we render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. We currently provide general labor and employment law services for the Town of Bay Harbor Islands.

2. Fees for Services. As you are aware, our current discounted blended hourly rate with the Town for all attorney time has been \$250/hour since early 2019. In light of the current economic environment (including significant increases in housing costs and overall cost of living as well as increasing demand for legal talent), we intend to increase our rate by six percent effective October 1, 2021 to \$265/hour. We will continue our current practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. Our rates will increase by two percent (2%) on October 1 of each year thereafter, unless we agree in writing to waive such increase in any given year.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include photocopying charges, fax charges, postage, long distance telephone calls, computerized research charges, tolls, courier charges and express mail charges, filing fees, recording costs, out-of-town travel expenses, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses,

trial/hearing exhibit costs and investigation costs (if any), will be itemized and billed to you.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the Town if it misrepresents or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Disputes. Any dispute arising from this Agreement shall be resolved through final and binding arbitration in Miami-Dade County, Florida and the Agreement shall be governed by Florida law.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

8. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

We appreciate your continued confidence in our Firm and assure you that we will make every effort to continue to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.



Brett J. Schneider

AGREED AND ACCEPTED on this _____ day of August 2021.

Town of Bay Harbor Islands

By: _____
Maria Lasday, Town Manager

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 13.

ITEM: Consideration and approval of an ordinance on first reading requested by Council Member Salver establishing registration requirements for condominiums, multi-family homeowners, and cooperative associations within the Town. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance on first reading is being sponsored by Council Member Salver. The purpose of the proposed ordinance is to establish registration requirements for condominiums, multi-family homeowners, and cooperative associations within the Town to facilitate communication and transparency by assisting residents in obtaining information they otherwise find difficult to obtain.

Associations operating properties located within the Town will be required to file a registration with the Code Compliance Department with detailed information, including name of the Association, business address, contact information, etc. The Town would also be required to create a publicly accessible database of Associations' registrations containing the application with attachments of each Association registered.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
 Isaac Salver, Council Member

ATTACHMENTS

1. 08.02.2021 Ordinance_Establishing Registration Requirements for Condos

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING REGISTRATION REQUIREMENTS FOR CONDOMINIUMS, MULTI-FAMILY HOMEOWNERS AND COOPERATIVE ASSOCIATIONS WITHIN THE TOWN; CREATING REGISTRATION DATABASE TO BE AVAILABLE TO THE PUBLIC; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands is home to many condominiums, cooperative and multi-family homeowner associations; and

WHEREAS, the Town receives frequent and documented complaints from residents of these associations; and

WHEREAS, the Town administration has historically spent considerable time determining the extent to which potential code violation complaints are, in fact, governed by private homeowners and condominium regulations; or are, alternatively, enforceable violations of the Town Code; and

WHEREAS, unscrupulous or absentee property management agents of condominiums, homeowners, and cooperative apartment associations create additional burdens on taxpayers' resources, as residents seek assistance on private contractual matters and have nowhere else to turn; and

WHEREAS, the Town believes it is in the best interest of the business and residential property owners, residents, and tenants of the Town to create a registration system requiring Associations within the Town to register with Code Compliance, so there is an easily accessible database of Community Associations doing business in the Town; and

WHEREAS, the Town believes it is in the best interest of the residents to maintain a census database of all condominiums, cooperative apartments, and homeowner associations within the Town., to facilitate communication and transparency; and

WHEREAS, it is the hope of the Town that such registration will reduce the burden on taxpayers' resources of consistent complaints and of staff time required to research those complaints; and will assist residents in obtaining information they otherwise find difficult to obtain; and

WHEREAS, the Town Council deems that it is in the best interest of the residents of the Town of Bay Harbor Islands to enact the amendments herein.

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

SECTION 1. That the foregoing recitals are adopted and are hereby incorporated as if fully set forth herein.

SECTION 1. That Chapter 24, "Property Maintenance Standards", Sections 18-19 of the Town Code, are hereby created to read as follows:

Sec. 24-18- Associations required to register.

(a) All condominium associations, multi-family homeowners and cooperative apartment associations operating properties located within the Town shall be required to file with the code compliance unit a registration on a form provided for same. This section does not apply to homeowner associations consisting exclusively of single-family homes. The application shall require the following:

1. Name of the association
2. Business address and the legal description of properties governed by the association
3. Name and contact information for the property manager or designated contact person for the association
4. A list of all officers and directors of the association with contact information
5. Website of the association, if any
6. An impression of the corporate seal of the association, if any
7. A legible copy of the By-Laws and the rules and regulations of the association
8. A list of planned capital projects, if any, from the date of application through January 1 of the following year
9. A copy of the most recent financial audit and a copy of the adopted annual budget
10. A copy of the recorded declaration of condominium and any amendments
11. Specify the location where all building permits for work in common areas shall be posted during construction
12. A listing of pending litigation, if any
13. Contact information for insurance agent, if any

(b) On or before January 30 of each year following the year of its initial registration with the Town, every condominium or cooperative apartment association operating within the Town shall file with the Town an updated list of its officers and directors and any changes in the information required in subsection (a) of this section, a copy of its most current by-laws and a copy of its most recent annual budget.

(c) An initial annual application filing fee of \$150.00 shall be required and may be amended annually, pursuant to adoption of the Town's Building Department Fee Schedule.

(d) Enforcement. An association that fails to file the required registration will first be issued a warning providing 30 days to file the registration. If the registration is not filed within 30 days, the association will be subject to a fine of \$150, which shall be collected in addition to the required registration fee. If the registration is not filed within 60 days of the initial warning, the fine shall increase to \$500.

Sec. 24-19 - Publicly Accessible Database of Association Registrations

(a) The Town shall maintain a database containing the application and attachments of each Association registered with the Town, pursuant to Sec. 24-18.

(b) The database shall be made available to members of the public upon request.

(c) The Town will post the registration requirements of Sec. 24-18 on the Town website along with a notice to the public that the database is available upon request and the contact information for requesting access to the database.

SECTION 3. SEVERABILITY

If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance.

SECTION 4. INCLUSION IN CODE

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands Town Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such appropriate word or phrase to accomplish such intentions.

SECTION 5. CONFLICTS AND REPEALER

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. EFFECTIVE DATE.

This Ordinance shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this ____ day of August 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 S. GELLER, ESQ.
TOWN ATTORNEY

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 14.

ITEM: Consideration and approval of an ordinance on first reading amending Chapter 7 of the Town Code to require Knox Boxes at all new and existing residential buildings. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The purpose of the proposed ordinance is for the Town Council to consider requiring certain structures to have a key lock box installed on the exterior of the structure to aid the Bay Harbor Islands Police Department in gaining access to or within a structure, when responding to calls for emergency service; and to aid access into or within a building that is secured or is unduly difficult to gain entry, due to being unoccupied or if the occupants are unable to respond.

All multi-family residential structures will be required to be in compliance with the Knox Box regulations within six (6) months of the effective date of this ordinance.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1. 08.02.2021 Ordinance - Knox Boxes

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 7 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED "FIRE PROTECTION AND PREVENTION"; AND SPECIFICALLY ADDING SECTION 7-33 TO REQUIRE KNOX BOXES AT NEW AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Bay Harbor Islands has determined that the health, safety, and welfare of the citizens and business owners of the Town are promoted and safeguarded by requiring certain structures to have key lock box installed on the exterior of the structure to aid the Town's Police Department in gaining access to the structure, when the same is not occupied or when the occupants are unable to grant ingress to the Police Department; and

WHEREAS, the benefits of installing Knox Boxes including providing immediate emergency access to police officers leading to increase police department efficiency; preventing costly forced entry damage and allowing undamaged doors to be re-secured after the emergency; and protecting property, inventory, equipment, and supplies, as well as police officers against possible injuries; and

WHEREAS, an ordinance is necessary to require residential buildings to install Knox Boxes.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE BAY HARBOR ISLANDS, FLORIDA, THAT CHAPTER 7 OF THE TOWN CODE BE AMENDED TO CREATE SECTION 7-33 OF THE TOWN CODE AS FOLLOWS:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

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 ____, 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 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 7

FIRE PROTECTION AND PREVENTION

The following new Zoning Code Definitions are hereby adopted.

Section 7-33. – Knox Box.

For residential and other locations with restricted access through lock gates is hereby created.

A. Purpose. The Council of the Town of Bay Harbor Islands, Florida, has determined that the health, welfare, and safety of the citizens and business owners of Bay Harbor Islands are promoted by requiring certain structures to have a key lock box installed on the exterior of the structure to aid the Bay Harbor Islands Police Department in gaining access to or within a structure, when responding to calls for emergency service, and to aid access into or within a building that is secured or is unduly difficult to gain entry, due to being unoccupied or if the occupants are unable to respond.

B. Definitions.

- 1. Knox Box** means a secure rapid entry system used by Police Department Personnel in the event of an emergency to enter a structure by using the enclosed owner provided key(s). All boxes shall be UL (Underwriters Laboratories) certified and approved by the Town.
- 2. Multiple-Family Residential Structure** means a structure comprised of three (3) or more units used primarily for a dwelling house.

C. Knox Box Required for Multiple-Family Residential Structures. All multiple-family residential structures that have restricted access through gates or doors and have a common corridor for access to the living units shall have installed a Knox Box 3200 series or 1650 series in a location specified by the Town’s Police Chief or Building Official within six (6) months of the effective date of this Ordinance.

D. Knox Box Contents. All Knox Boxes shall contain labeled keys, easily identified in the field to provide access into the property and/or building, and to any locked areas within the said building as the Town’s Police Chief may direct. The operator of the building shall immediately notify the Police Chief or Building Official when any locks are added, changed, or rekeyed, which cannot be opened by the current key set in the Knox Box. Additional keys should be added to the Knox Box immediately. The contents of the Knox Box should include (but not limited to) the following:

- 1. Keys to locked points of ingress or egress, whether on the interior or exterior of such buildings.**
- 2. Building Access Cards, as needed, or combinations to locks, if needed.**
- 3. Keys to any other areas as requested by the Police Chief or Building Official.**

E. Installation and Location. All Knox Boxes shall be recess mounted into the building/structure at a height of not less than six (6) feet above the ground (surface grade) nor more than eight (8) feet above the ground (surface grade). The “face plate” of the Knox Box shall be flushed with the exterior façade of the structure/building. All Knox Boxes shall be located directly above (or as close as reasonably possible to) the main entrance to the structure/building.

F. Police Department’s Responsibilities. Every police department personnel shall carry a Knox Box Master Key, readily available for an emergency scene.

G. Penalties.

- 1. Any property or building owner who fails to comply with or violates the terms of this Ordinance after notice from the Town shall be subject to a fine of not more than Five Hundred Dollars (\$500.00), and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent The Town of Bay Harbor Islands or other**

appropriate authority from taking such other lawful action as is deemed necessary to prevent or remedy any violation.

If any sentence, clause, or section or any part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such constitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, or sections or parts of the same contained in this Ordinance.

DRAFT

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 15.

ITEM: Consideration and Approval to select Brown & Brown Insurance as the Broker of Record in response to Request for Qualifications No. 216 Health Insurance Broker Services for group medical insurance benefits for the Town's employees. Enclosed is a Memo from Human Resources Manager, Shaun Gelvez, which recommends Brown & Brown Insurance. Pursuant to §1.17 of the RFQ, the terms of the agreement will be negotiated upon selection.

DESCRIPTION:

The Town advertised a Request for Qualifications (RFQ) for Health Insurance Broker on May 24, 2021 in the *Daily Business Review*, as well as on DemandStar.com. The purpose of issuing the Request for Qualifications was to select a Health Insurance Broker of Record to solicit the South Florida marketplace for health benefits for Town employees.

The Town received three submittals from the following companies:

Responsive Respondents:

- * American Benefit Partners, Inc. – This respondent satisfied the RFQ requirements.
- * Brown & Brown – This respondent satisfied the RFQ requirements.

Unresponsive Respondents:

- * Citrin Financial – This respondent did not satisfy the RFQ requirements because they:
 - 1.) did not attend the mandatory pre-submission conference held on 06/11/21 via Zoom,
 - 2.) did not submit the number of hard and electronic copies as required, and
 - 3.) did not submit completed and executed response/qualification package requirements.

Please note that the dollar amounts and insurance providers listed in each respondent's submitted qualification package are for presentation purposes only and not factual numbers. Once a Broker of Record is selected, the broker will solicit quotes from various insurance companies and provide the Town with the best options for our group.

Human Resources' Recommendation:

After having reviewed the qualifications and the municipal references provided by each respondent, it is my recommendation that the Town of Bay Harbor Islands select Brown & Brown as its broker of record. Town employees who are currently eligible for benefits are on average 47.5 years old. As the 6th largest insurance company in the U.S., Brown & Brown is the best choice for the Town of Bay Harbor Islands. Our aging demographics' complex claims require specialized expertise, corporate bargaining muscle, and access to the myriad of professional associates that Brown & Brown has access to.

Staff values American Benefit Partners, Inc.'s loyalty and personal service of 17 years. However, it is in the best interest of the Town to select a company that not only has local and personalized service, but has the cutting-edge expertise that the Town needs to revitalize its wellness program, reduce costs, and provide the best health insurance options.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item has no fiscal impact. The Town does not pay the insurance broker. Insurance brokers are paid through commissions earned from the insurance policies that they sell.

BUDGET IMPACT:

Submitted By: Shaun Gelvez, Human Resources Manager
 Maria Lasday, Town Manager

ATTACHMENTS

1. Memo - HR's Recommendation
2. Response - Brown & Brown
3. Response - American Benefit Partners
4. Response - Citrin Financial
5. Legal Advertisement - Daily Business Review
6. RFQ Health Insurance Broker- Town of Bay Harbor
7. RFQ Health Insurance Broker (Exhibits)
8. RFQ - Addendum 1
9. Demand Star Broadcast_List



MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the Town Council

THRU: Maria Lasday, Town Manager

FROM: Shaun S. Gelvez, Human Resources Manager

SUBJECT: RFQ No. 216 Health Insurance Broker Services

DATE: July 28th, 2021

RESPONSIVE RESPONDENTS:

- *** American Benefit Partners, Inc.** – This respondent satisfied the RFQ requirements.
- **Brown & Brown** – This respondent satisfied the RFQ requirements.

UNRESPONSIVE RESPONDENTS:

- **^Citrin Financial** – This respondent *did not* satisfy the RFQ requirements because they:
 - 1.) did not attend the mandatory pre-submission conference held on 06/11/21 via Zoom,
 - 2.) did not submit the number of hard and electronic copies as required, and
 - 3.) did not submit completed and executed response/qualification package requirements.

***The address provided is a home.**

^The address provided is a home.

The Human Resources Department solicited RFQ No. 216 Health Insurance Broker Services to obtain to qualified health insurance brokers for the Town's employee health benefits. A Review Committee was selected and comprised of Chief of Police Raul Diaz, Detective Alan Castellanos, and me.

The committee met with the Town Manager on 07/07/21 to review the qualification packages. After having called the meeting to order, each package was discussed. The Town Manager exercised her right in accordance with §1.4 and §1.13 to waive the requirements of the solicitation. Before the meeting was adjourned, the Town Manager tasked me with calling references and

preparing a memorandum recommending a broker to be placed on the 08/10/21 Town Council Agenda. Town Attorney Geller was subsequently consulted, and he opined that you had the authority and the sole discretion to waive any and all parts of the RFQ requirements and accept the proposal that best serves the interest of the Town.

Subsequently, references were asked to provide information about their experience with their broker. They were also asked to provide detail about a difficult issue that the broker intervened in, and expectations were far exceed. Following are some highlighted responses:

AS TO ABP BENEFITS:

- ***Vicky Motola, former HR Manager, at the Town of Bay Harbor Islands*** advised that for the 13 years that Leslie Carlet was the health broker, she was “always there”. Ms. Motola recalls a time when an employee could not get a certain prescription and following 2 weeks of persistence, Ms. Carlet got the ***employee’s prescription of choice***. She added that Ms. Carlet provided snacks, massages, and skin screening at the annual open enrollment events. “I could always count on Leslie!”, said Ms. Motola.

AS TO BROWN & BROWN:

- ***Yael Londono, HR/Risk Director, at the City of Sunny Isles Beach*** advised that they had a participant that needed a ***lung transplant***. The participant desired to have their transplant surgery at University of Florida Health Shands Cancer Hospital in Gainesville, FL but was only approved to have it a local hospital in South Florida. After Samantha Graveline’s steadfast involvement, the insurance carrier approved the surgery and medical transportation to/from Shands. She also advised that for many years Brown & Brown has: 1.) included Bswift, a free online employee benefits software, 2.) consistently coordinated and assembled the City’s annual health fair with door prizes, event raffles, and a grand prize for health fair participants. The broker will cover the expenses associated with obtaining the health fair’s medical providers (physicians to administer flu shots, dermatologists to perform skin assessments, chiropractors to check employee’s backs, physical therapists to perform chair massages, optometrist to provide basic vision exams) and gathers representatives of their medical, dental, and ancillary insurance providers. Lastly, it is noted that the broker, Samantha Graveline, has such great rapport with the PBA membership that she is entrusted with providing presentations and reports at bargaining sessions. “Brown & Brown has platinum-status purchasing power with the insurance companies. They approach vendors with their whole book of business to wield their leverage, and we reap the benefits!”, said Ms. Londono.
- ***Samantha Fraga-Lopez, Esq., Assistant City Manager, at the City of South Miami*** (who has a similar insurance-eligible employee count) recounted a time not long ago when their group was having difficulty keeping insurance costs low and needed help obtaining competitive quotes because of their high claims. South Miami advised that Brown & Brown assisted in auditing their claims and found that a participant who had a ***kidney transplant*** fared better on another insurance plan. Brown & Brown provided industry

expertise and after various consultations assisted the participants with options that were mutually beneficial to the City as well as the employee. “This strategic move resulted in the better premiums for the group!”, said Ms. Fraga-Lopez.

- ***Priscilla Thompson, Risk Manager, at the City of Homestead*** reported how Brown & Brown has always coordinated their annual employee health fairs. They noted that not only have their health fairs been an opportunity to provide employees with ***open enrollment assistance***, but also the chance to meet with representatives of the City’s medical, dental, and vision insurance. Brown & Brown typically pays for massages, dermatological examinations, and flu shots for the fair. They also provide giveaways and raffles for health fair attendees. “Lunch & Learn” events for employees are a staple at the City.

AS TO CITRIN FINANCIAL:

- ***Lorena Uribe, HR Director, at the City of Sweetwater*** noted an instance where an employee’s medication was no longer covered and Citrin stepped in and was able to get the ***prescription approved***.
- ***Jenice Rosado – former Assistant Town Manager/HR Director for the Town of North Bay Village*** – noted that Citrin attended and provided snacks at open enrollment. She also recalled a time when an employee’s medication was denied and Citrin assisted with getting the ***medicine approved***.

HUMAN RESOURCES’ RECOMMENDATION:

After having reviewed the qualifications and the municipal references provided by each respondent, it is my recommendation that the Town of Bay Harbor Islands select Brown & Brown as their broker of record. Town employees that are currently eligible for benefits are on the average 47.5 years old. As the 6th largest insurance company in the U.S., Brown & Brown is the best choice to for the Town of Bay Harbor Islands. Our aging demographics’ complex claims require specialized expertise, corporate bargaining muscle, and access to the myriad of professional associates that Brown & Brown has access to.

Staff values American Benefit Partners, Inc.’s loyalty and personal service of 17 years. However, it is in the best interest of the Town to select a company that not only has local and personalized service but has the cutting-edge expertise that the Town needs to revitalize its wellness program, reduce costs, and provide the best health insurance options.

Response to:

**Town of Bay Harbor Islands
RFQ No. 216
Health Insurance Broker Services**



Presented By:

**Samantha Graveline, GBDS
Senior Vice President**



All Information is Strictly Confidential

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DATE: June 24 , 2021



Town of Bay Harbor Islands
Alba Change, Town Clerk
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS: RFP

Dear Distinguished Council Members:

Thank you for allowing Brown & Brown of Florida, Inc., Fort Lauderdale Division, the opportunity to respond to your 2021 RFQ: No. 216 for Health Insurance Broker Services. Enclosed please find our formal response.

Included in our response, you will find the pertinent information to illustrate our understanding of the Town of Bay Harbor Island's requirements and needs for their employee benefit program. We also will demonstrate our knowledge and perception of the South Florida Marketplace and Public Sector arena.

As a full-service health and welfare benefits consulting and brokerage firm, we work with organizations across a variety of industries — from higher education institutions to world-class hospitals to some of the nation's leading industrial companies. Acting as a trusted partner, we help organizations manage their benefits spend by developing competitive benefit programs that offer the right combination of quality and cost.

Specifically, we help develop, implement, and manage strategies that cover the full portfolio of health and welfare benefits, including:

- Medical plans, including pharmacy benefits
- Dental, vision, and employee assistance plans
- Specialty Services (wellness, advocacy, decision support, transparency and telemedicine)
- Group life, disability, and voluntary benefits.

By choosing our agency, you will receive the blend of the best of brokerage and consulting. We provide, some but not limited to the below:

- Compliance with applicable State and Federal regulations
- Renewal negotiations and vendor procurements
- Budget development and ongoing financial monitoring
- Actuarial support and analysis
- Vendor management and client advocacy
- Plan document and employee communications review
- As well as:
- Short- and long-term strategic planning
- Benchmarking of employee benefits program in relation to total compensation package
- Review of cost and utilization to identify cost drivers and target program modifications
- Pharmacy consulting (ongoing clinical, formulary, and financial management)
- Private active employee and retiree exchange evaluation
- Clinically-focused care management consulting, including clinical data analytics, audits and onsite healthcare services
- Provider network design and development

Town of Bay Harbor Islands
RFQ No: 216

- Collective purchasing – pharmacy, stop loss and dental collectives
- Employee engagement strategies and communications

By offering a full suite of consulting services, we are able to help you derive maximum value from your benefit programs today, while preparing you for what lies ahead.

If awarded the opportunity to represent your Town, as the Agent of Record, we will provide the level of service the Town of Bay Harbor Islands should expect to exceed your needs as well as the ability to provide the planning and assistance that is needed to be an extension of your Human Resource/ Risk Management Division.

We are able to provide our services based on your current commission structure that is included in your premiums or we are able to negotiate a fee structure for the items that are paid by the Town and remove the inbeded commission from those lines of coverage. For the items that we provide, we do not charge an additional fee.

We look forward to you reviewing our submission and appreaite your consideration.

Sincerely,



Samantha Graveline, GBDS
Senior Vice President

Brown & Brown of Florida, Inc.
Fort Lauderdale Division

Form 1
RESPONSE CHECKLIST

<u>8</u>	Form 1:	Response Checklist
<u>8</u>	Form 2:	Proposal Information Form
<u>8</u>	Form 3:	Certificate of Authority (Complete Form 3A or 3B as applicable) Certificate of Authority (for Corporations or Partnerships) Certificate of Authority (for Individuals)
<u>8</u>	Form 4	Company Qualifications' Questionnaire
<u>8</u>	Form 5	Key Personnel
<u>8</u>	Form 6	Client References
<u>8</u>	Form 7:	Dispute Disclosure
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<u>8</u>	Form 9:	Single Execution Affidavit

Section E

Firm's Qualifications

Section E.1

Brown & Brown, Inc. was formed in 1939 and incorporated in the State of Florida in 1947. Since then, the company has grown to be the 5th largest insurance intermediary in the nation. The Brown & Brown, Inc. business model is highly decentralized, making each of the more than 280 offices across the country able to maintain the agility to react locally to client specific and industry specific needs. Augmenting this local service level are national resources and clout with national carriers, to provide unique services and leverage in the Benefit and Property and Casualty markets. Brown & Brown has 11,800 teammates across the country and 3,800 employees dedicated to Employee Benefits. We are headquartered in Daytona Beach, Florida and your account will be locally serviced out of the Fort Lauderdale, Florida location. Brown & Brown, Inc. is a publicly traded corporation on the New York Stock Exchange (symbol: BRO). Our Fort Lauderdale office has over 140 industry professionals with a wide range of backgrounds ready to service our customers.

Brown & Brown, Inc. is a full-service insurance and employee benefits firm. Our company provides brokerage and consulting services to both private and public sector entities in the areas of risk management, employee benefit programs, wealth management and general insurance. We currently serve clients of all sizes, funding arrangements and sectors.

Our primary goal is to improve or maintain the current level of offerings in concert with keeping costs manageable to our clients. In today's market place this is an exigent undertaking, as insurance costs continue to rise. Through detailed analysis, we are able to determine the appropriate needs and offer viable solutions for all insurance products. This includes updating our customers on local and federal government action that will impact insurance costs.

Most importantly, we maintain the ability to interact with existing professional agreements and organizations, at the client's direction, to ensure further program enhancement. Our focus is clearly to serve our client in a most professional and competent manner through the delivery of value-added services.

Insurance Marketing and Placement Services

Our marketing process and philosophy is somewhat unique. Our strategy can be summated as:

Do business with as many insurance markets as possible. Do not simply offer renewal and accept pricing from the same company year after year and limit our clients' options — be sure that we are getting the most comprehensive program and competitive pricing for our clients every year.

We believe that a consultant's job is to utilize market forces and competition in the marketplace to be sure Brown & Brown brings the most competitive insurance placements to our clients every year. This concept also underlines one of our core business principles: *Always do what is best for the client.* We have learned how to keep the market interest while conducting a competitive process in a professional manner.

When it is time to put the employee benefits coverages out to bid, Brown & Brown will manage the RFP process from beginning to end. Before releasing the RFP to the market, we will review the specifications with the Town's staff to ensure all goals are addressed. We will then send it to all available markets for the various coverages ensuring compliance with section 112.08 Florida Statutes and the Town's procurement procedures. Once the proposals are received, Brown & Brown will analyze and compare them to the in-force coverages and illustrate the advantages and disadvantages of each proposal in a marketing presentation to be reviewed the Town's staff. The presentation will include: AM Best ratings of carriers, a market summary showing all carriers that responded to the RFP, Medical, Dental, Vision, Group Life and AD&D, Disability plan options, Voluntary Plan Options: Life/AD&D, Accident and Hospital, Critical Care, Cancer Insurance, as

well as Employee Assistance Programs, Flexible Spending Accounts, Dependent Care Spending Accounts, and Health Savings Account, all highlighted on easy-to-understand spreadsheets. We will also provide a network analysis to illustrate the strength of each carrier's network in your area. Brown & Brown will then work with the staff to determine finalists and begin negotiations with the chosen carriers.

RFP Negotiations

Brown & Brown will leverage our substantial book of business with the insurance carriers to ensure the Town receives the most competitive rates available in the market. Brown & Brown, Inc. has more business with the insurance carriers than any of our competitors which afford us a distinct advantage when it is time to negotiate. This is an advantage of being the largest Insurance Brokerage in the State of Florida.

Policy Review and Coverage Verification

As the Town of Bay Harbor Islands's broker and trusted advisor, Brown & Brown will work diligently to ensure that the most appropriate and cost effective benefits program is in place. We begin the process by analyzing your current program, then meet with the staff to discuss all available options on the market to include: alternate funding mechanisms; Flexible Spending Accounts; Consumer Driven Health Plans; wellness programs; Voluntary Plan options, EAP plans and Disability programs tailored to meet the Town's needs and goals.

All contracts and proposals will be analyzed to ensure there are provisions in place to keep the premium to a minimum while maximizing benefits to the employees. Financial stability of all carriers will be of utmost importance, as financial stability leads to higher quality service, stable pricing from year to year, and the ability to pay claims. Coordination between the short term (currently voluntary) and long term disability (currently Town Sponsored) products is tantamount to the disability program's success. Proper coordination will ensure that the benefits will be paid without interruption in an employee's time of need.

As the largest insurance agency in the state, Brown & Brown, Inc., will work closely with the insurance carrier representatives and underwriters to stay abreast of the changes in the insurance market and developments specifically related to the healthcare industry. We regularly attend carrier seminars, host in-house meetings with insurance carrier representatives, and participate in Webinars, which relate to issues affecting our clients. We are able to navigate the marketplace working with virtually all insurance carriers in the entire state and nationally. As we place coverage (new and renewal) throughout the State, we use our market clout to have insurance carriers compete with one another for the business. Because of strong carrier partnerships, we are usually the first agency in the state to have access to new insurance carrier products.

Brown & Brown also has in house legal counsel to keep us at the forefront of changes in both state and federal legislation. In order to educate our clients, we send newsletters and emails explaining the impact of all state and federal regulatory changes as they occur. Brown & Brown is also committed to keeping up to date with all Healthcare Reform legislation. We have participated in weekly webinars with our in house counsel and Brown & Brown leadership with respect to this legislation and our clients have all received a summary and timeline of the legislation compiled by our legal department.

In addition, now that many of the Families First Relief Act has been written, Brown & Brown is hosting webinars to explain how FFRA will affect our clients through 2021, and beyond. These

webinars are available to HR staff, finance, elected officials, and management so that everyone can be kept up to date with evolving aspects to COVID-19 and any pertinent information.

In the recent past we have communicated to our clients via email, formal letter, and face-to-face meeting the following compliance related matters and regulatory changes:

- ARRA — American Recovery and Reinvestment Act
- HITECH / HIPAA
- Healthcare Reform
 - DOL Mandated Notices
 - SBC's
 - W-2 Reporting
 - Pay or Pay

A long term strategy is critical to controlling cost. Brown & Brown is dedicated to evaluating, developing, implementing, and managing a plan that will accomplish the Town's goal of delivering a quality benefits program to its employees in the most responsible and cost efficient manner.

Section E.2

Brown & Brown is a full service brokerage firm. We can accommodate our clients every need. A list of services available, but not limited to, is provided below that we are committed to providing:

- Obtain and analyze periodic reports of claims utilization and other pertinent information from service providers. Identify claim trends and anomalies in a timely manner and prepare recommendations to the Town on actions to be taken, if any. Reviewing quarterly or more often if needed.
- Assist the Town in reviewing, processing and administering all employees claim issues.
- Assist the Town with benefit plan administration, wellness and preventive insurance management and provide information on new laws, regulations and procedures in the area of benefit administration.
- Coordinate and participate in the implementation and annual enrollment process and employee meetings. Assist in the review and/or creation of enrollment materials to enhance the overall perceived value of the benefits.
- Provide the Town with reasonable preliminary renewal figures during the budget process. Renewal Process Sample Timeline:

Planning Discussion with Human Resources. Gathering information from carriers and internally to approach the market	150 Days prior to Renewal
Conduct formal RFP	150-120 Days prior to Renewal
Negotiate Renewal Options with all Carriers	120-90 Days prior to Renewal
Present analysis of proposals to Client	90-60 Days prior to Renewal
Provide Open Enrollment Meetings (Online through a provided HRIS system, in person or combination.)	60-45 Days prior to Renewal

- Attend upon request, Town meetings, budget meetings, and other negotiation meetings, whenever necessary.

- Assist the Town with required employee presentations, education sessions, and organizing health fairs/wellness or other preventative health presentations.
- Assist the Town with all aspects of its benefit consulting/agent services and for the management of all aspects of the Town's benefits insurance programs.
- Identifying issues, exposures and negotiating on the Town's behalf with insurance carriers; keeping the Town informed of significant developments affecting its insurance coverage. The selected vendor as the Town's Agent shall be authorized to represent and assist the Town in discussions and transactions with all insurance carriers, provided that the Agent shall not place any insurance on behalf of the Town unless so authorized in writing by the Town
- Following up with insurance carriers for timely issuance of policies.
- Assist the Town in ensuring that the contractual benefits are delivered and performed as agreed.
- Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverage. All annual rate renewal reports shall include the following:
 - Executive Summary — include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, new benefit recommendations or deletions of outdated policies, and revised programs, updates on Healthcare Reform and historical highlights (overall historical trends in membership).
 - Analysis of enrollment history, claims, and health care trends including methodology used for claims analysis and prediction trend.
 - Financial Projections — determination of past period to project need for renewal.
 - Development of Rate Renewal —analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers Statewide.
 - Presentation of Premium Rates.
- Assist in preparation of educational materials. Provide assistance in technical writing and plan highlights as requested.
- Assist the Town with ACA regulations compliance, including processing 1094 / 1095 forms.
- Advise and Assist Town with:
 - Writing Employee benefits plan modification and/or new benefits plans and any required amendment approval process
 - Submission of written reports and other documents as required by State and/or Federal Government
 - Coordination of Annual Employee Wellness Program
 - Provide Summary of Benefits
 - Onsite Enrollment presentations
 - Employee Self Service enrollment
 - COBRA Administration
 - Education to provide information and promote lower out-of-pocket costs
 - Provide seminars and programs as needed for smoking, fitness, exercise, nutrition and heart health.
- Perform special projects as requested by the Town, including but not limited to:
 - Assistance with adjudication of specific claims as requested by the Town
 - Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs for benefits practices

Dedicated Account team and Account Executive responsible for detailed review, analysis, design, marketing, and implementation of all benefit plans development and assistance in the implementation of new insurance plans.

FORM 4

Company Qualification Questionnaire

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

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

82

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

<u>Samantha Graveline A005090</u>	<u>05/12/1997</u>
<u>Shadi Kamyab W389565</u>	<u>04/04/2017</u>
<u>Terri James A133328</u>	<u>09/30/1995</u>
<u>Analisa Vandelinder W272335</u>	<u>08/15/2015</u>

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

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

If other, please describe the type of company: _____

a. FEIN/EIN Number: 59-0691921

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

i. Date Licensed by DBPR: 07/25/2006

ii. License Number: L007011

c. Date registered to conduct business in the State of Florida: 04/03/1947

i. Date filed: 06/22/2006

ii. Document Number: 150616

d. Primary Office Location: Headquarters - 300 N Beach Street Daytona Beach, FL 32114

e. What is your primary business? Insurance Broker
(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
Michael Keeby	President	Publicly Traded Company
Richard Andrew Watts	CFO	Publicly Traded Company
Robert Llyod	Secretary	Publicly Traded Company
Joseph Stanton	Treasurer	Publicly Traded Company

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

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

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
Publicly Traded Company - All		

4. Employee Information

- a. Total No. of Employees: 11,800
- b. Total No. of Managerial/Admin. Employees: 3,700 / 8,100

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

City of South Miami - Asst City Manager - Samantha Fraga- Lopez

City of Sunny Isles Beach - Director of Human Resources & Risk Management - Yael Londono

City of North Miami Beach - Director of Human Resources & Risk Management -Francisco Rios

City of Homestead - Benefits Manager - Ursula Medero

City of Mount Dora - Director of Human Resources Sharon Kaynik

6. Insurance Information:

- a. Insurance Carrier name & address:

The above are with various insurance carriers.

Cigna, United Health Care, Aetna , Florida Blue and Humana.

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

Various

c. Number of Insurance Claims paid out in last 5 years & value: HIPAA Protected

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

Brown & Brown is the 5th largest Insurance Broker in the Nation. This provides us the accessibility to propitiatory programs

that we otherwise might not have access to, the support staff to be readily available to the Town as they desire, dedicated

claims analyst, compliance analyst, service specialists and marketing team. Even though we are a large publicly traded

broker, we are able to provide the personalized and individual attention that the Town deserves.

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

By: 
Signature of Authorized Officer

06/24/2021

Date

Samantha Graveline

Printed Name

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: City of Sunny Isles Beach

Reference Contact Name:

Yael Londono

Contact Title:

Director of Risk Management / Human Resources

Contact Department:

Human Resources

Contact Telephone:

305-792-1708

Contact Email:

Ylondono@SIBFL.net

Public Entity Size/Number of Residents/Square Mileage: 225

Contract Start Date: 2000 / 3/1/21

Contract End Date: Current

Is the Contract still Active? Yes x No

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including.

plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment

printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,

provider search, appointment assistance, engagement events and anything that is requested that falls under the

brokers scope of service.

REFERENCE #2

Public Entity Name: City of South Miami

Reference Contact Name:

Samantha Fraga-Lopez

Contact Title:

Asst City Manager

Contact Department:

City Manager

Contact Telephone:

305-668-2515

Contact Email:

Sfraga-Lopez@southmiami.gov

Public Entity Size/Number of Residents/Square Mileage: 160

Contract Start Date: 2016

Contract End Date: Current

Is the Contract still Active? Yes ☒ No ☐

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including,

plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment

printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,

provider search, appointment assistance, engagement events and anything that is requested that falls under the

brokers scope of service.

REFERENCE #3

Public Entity Name: City of Homestead

Reference Contact Name:

Ursula Medero

Contact Title:

Director of Human Resources

Contact Department:

Risk Management

Contact Telephone:

305-224-4472

Contact Email:

umedero@cityofhomestead.com

Public Entity Size/Number of Residents/Square Mileage: 450

Contract Start Date: 2005

Contract End Date: Current

Is the Contract still Active? Yes x No

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including,

plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment

printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,

provider search, appointment assistance, engagement events and anything that is requested that falls under the

brokers scope of service.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2020-2021



Business Tax Division

100 N ANDREWS AVE | FORT LAUDERDALE, FL 33301 | (954) 828 - 5195

Business ID:

BL-1001028

Business Address:

1201 W CYPRESS CREEK RD # 130

Business Name: BROWN & BROWN OF FLORIDA

BROWN & BROWN OF FLORIDA
1201 W CYPRESS CREEK RD # 130
FORT LAUDERDALE FL 33309

TAX CATEGORIES

411702 FIRE INSURANCE-EA CO PER LINE
411704 LIFE INSURANCE-EACH CO PER LINE



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2020-2021



Business Tax Division

100 N ANDREWS AVE | FORT LAUDERDALE, FL 33301 | (954) 828 - 5195

Business ID:

BL-1001029

Business Address:

1201 W CYPRESS CREEK RD # 130

Business Name: BROWN & BROWN OF FLORIDA GROUP

SANDI BRADLEY
BROWN & BROWN OF FLORIDA GROUP
1201 W CYPRESS CREEK RD # 130
FORT LAUDERDALE FL 33309

TAX CATEGORIES

411701 CASUALTY/LIABILITY INS PER CO

Detail by FEI/EIN Number

Florida Profit Corporation

BROWN & BROWN OF FLORIDA, INC.

Filing Information

Document Number	150616
FEI/EIN Number	59-0691921
Date Filed	04/03/1947
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/11/2014
Event Effective Date	NONE

Principal Address

300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Changed: 04/26/2021

Mailing Address

300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Changed: 04/26/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/18/2019

Address Changed: 09/18/2019

Officer/Director Detail

Name & Address

Title DIRECTOR, PRESIDENT

KEEBY, MICHAEL
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title VICE PRESIDENT

WATTS, RICHARD ANDREW
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title VICE PRESIDENT, SECRETARY

LLOYD, ROBERT W.
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Title TREASURER

STANTON, JOSEPH
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

Section F

Personnel Qualifications

FORM 5
Proposer's Team & Key Personnel
Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Company	Years of Experience	Years with Proposer	Licenses & Certifications
Samantha Graveline, GBDS	Senior Vice President Employee Benefits	Brown & Brown - Ft Lauderdale	25	25	240,215,216,218 GBDS, ACA Specialist
Michelle Kent	Senior Account Exec	Brown & Brown - Ft Lauderdale	27	13	215
Shadi Kamyab	Senior Account Exec	Brown & Brown - Ft Lauderdale	18	4	215, 220
Terri James	Director of Service	Brown & Brown - Ft Lauderdale	29	7	240,215,216,218
Rachel Robinson	Compliance	Brown & Brown -Ft Lauderdale	7	4	215
Analisa Vandelinder	Sr Claims Analyst	Brown & Brown - Ft Lauderdale	7	5	215
Leticia Rodriguez	Open Enrollment Specialist	Brown & Brown - Ft Lauderdale	8	4	215
Dianed Garcia	Creative Director	Brown & Brown - Ft Lauderdale	16	3	

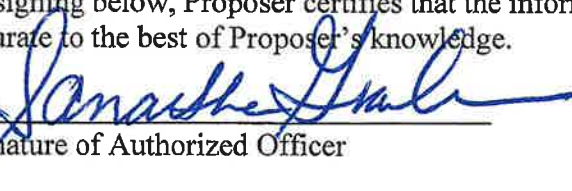
2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Our Employee Benefit department employees 25 employees out of our Ft Lauderdale office. All teammates have 3 back-up teammates in the event that there is a transition out of our organization, vacation, illness, etc. With the majority of our staff being part of our team for 5+ years, we are confident that representation will never be a problem should we be granted the award.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
Samantha Graveline	Complete Overseeing of Account	10	Various	Continuous
Shadi Kamyab	Service, Bill Audits, Cost Analysis	10	Within S. Graveline's Clients	As needed - Continuous
Analisa VanDelinder	Claims Resolution	15	Within S. Graveline's Clients	As needed - Continuous
Rachel Robinson	Compliance Audit	20	Various	As needed - Continuous
Dianed Garcia	Creative Director	30	Various	As needed - Continuous
Terri James	Oversees All Service Team	15	Various	As needed - Continuous
Leticia Rodriguez	Open Enrollment - Communication	10	Various	As needed - Continuous
Michelle Kent	Service, Bill Audits, Cost Analysis	10	Within S. Graveline's Clients	As needed - Continuous

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

By: 
Signature of Authorized Officer

Samantha Graveline

Print Name

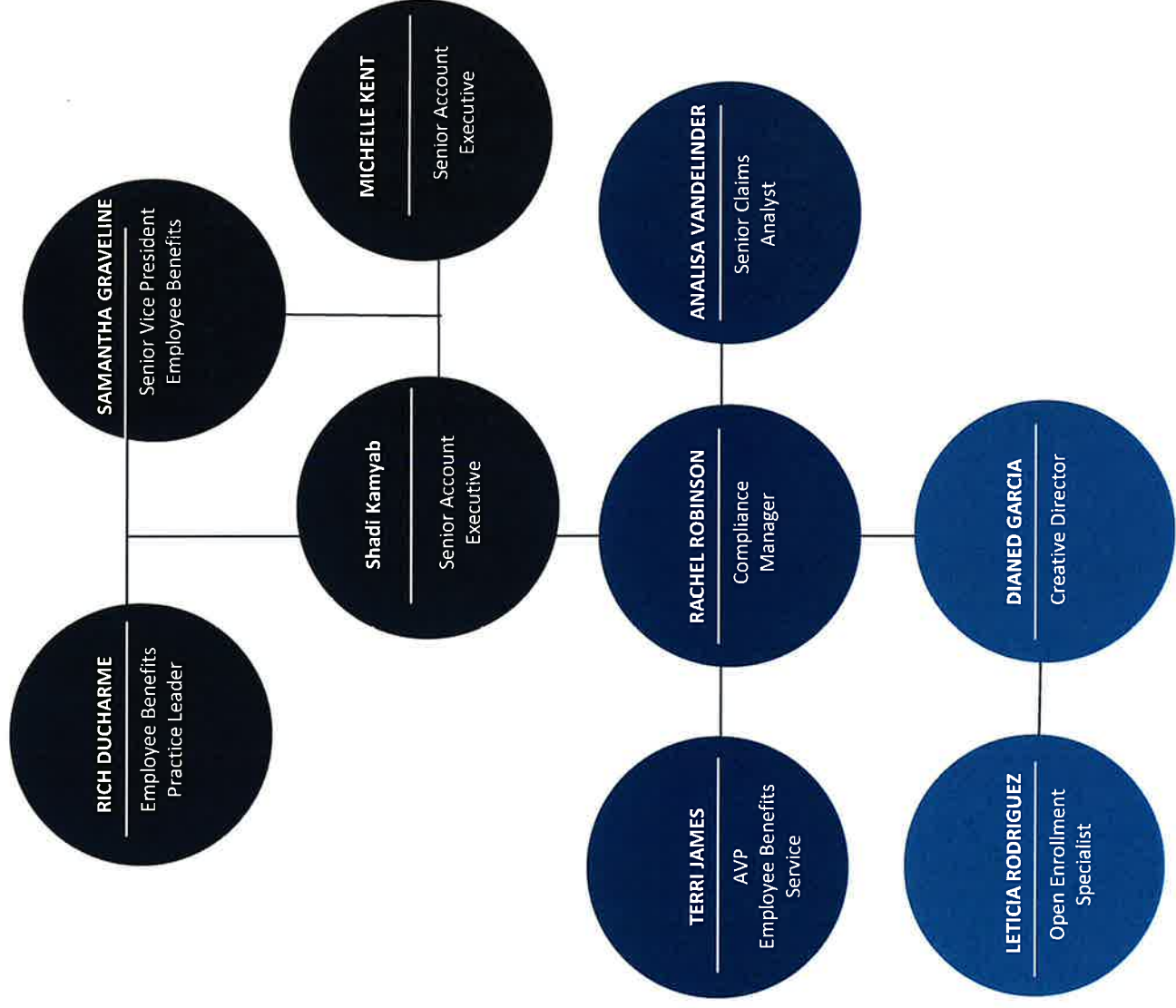
Date: 06/24/2021



FORT LAUDERDALE

THE BROWN & BROWN SERVICE TEAM

The ultimate goal is to provide continuous communication with a “hands on” attitude to develop a great partnership between our client and our team. Our team responsibilities are efficiently segmented to support our excellent service structure.



Personal References
Samantha Graveline, GBDS

Robert Hollander
Rhollander@bbmia.com
786-586-3668
Time Known 30 years

Judy Bostic
Judyb@bosticsteel.com
305-298-9159
Time Known 13 years

Kim Bautista
Kbautista@GLstaffing.com
561-827-0722
Time Known 10 years

Michael Keeby
Mkeeby@bbins.com
305-582-2974
Time Known 15 years

Experience of the Engagement Team

Samantha Graveline, GBDS— (Senior Vice President, Employee Benefits)-Is a Florida Native and attended the University of South Florida in Tampa. She specializes in developing strategic relationships with her clients, both of the public and private sector to mitigate benefits costs through negotiation with the carriers, provider network design, collective purchasing, employee education, utilization assessments with target program modifications, benchmarking and wellness initiatives including employee engagement strategies. Her additional area of expertise is analyzing and developing alternative funding strategies. Samantha has been a benefit consultant since 1996 with Brown & Brown, Inc. Additionally, Samantha has obtained her Certified Healthcare Reform Consultant designation through The American College, Group Benefit Disability Specialist designation and she has an extensive background in Human Resources and Benefits Administration. Samantha currently is on the Board of Kidz 4 A Cure, which helps with children that were born with HIV. Samantha holds a Health, Life & Variable Annuity (2-15) license in the State of Florida.

Shadi Kamyab, REBC—(Senior Account Executive)- Shadi was born in Tehran Iran. She studied Management Information Systems and licensed in both Life & Health and Property & Casualty. Thorough out her carrier, she has increased operational efficiency by creating new operational processes and procedures which has minimized employee errors. She has implemented and designed marketing plans for business development. She has managed a team which serviced over 500 clients with the mantra that success is defined by providing a highest level of customer service. She takes pride in having an exceptional record of very satisfied clients. Her focus is the satisfaction of our clients and education the employees on how their benefit program will best suit their health and financial needs. She also will be in charge of coordinating wellness fairs, campaigns, Mental Health Awareness and on and off site campaigns to engage the employees. Shadi holds a Health, Life & Variable Annuity (2-15) license in the State of Florida.

Terri James, PHR- (Director of Client Service) started her 29-year career in the Insurance Industry at Prudential Healthcare Systems, as an Account Manager in the Group Benefits Department, which later became Aetna US Healthcare. After 10 years, Terri accepted a position with Gevity, Inc. as the Human Resource and Benefits Consultant. In 2006, not even a year later, Terri received her PHR Certification. In 2012, after Gevity, Inc. was acquired, Terri continued her career with a national brokerage firm as a Senior Account Manager. In 2014, Terri came to Brown & Brown as a senior Account Executive.

In 2018, Terri became the Director of Client Service of our Employee Benefits Department. Terri is responsible for the overall service of our Group Benefit Clients. An integral part of her role is to supervise the Benefits Service Team and to ensure that our clients are being serviced as efficiently and effectively as possible.

Terri received her education at University of Florida (Gainesville, FL) and Florida International University and holds a Bachelor of Science in Health Services Administration. She holds a Health, Life & Variable Annuity (2-15) license in the State of Florida.

Michelle Kent—(Senior Account Executive)- Michelle brings over 27 years' experience in the broker consulting and managed care industry to our partners. Michelle has been with Brown & Brown for over 13 years. Prior to that she was a Senior Consultant with Mercer in NYC. She is responsible for project management and overall service delivery to our partners. She specializes in bringing forward-thinking long-range solutions to meet the often diverse financial and human capital objectives to our partners. Her approach is to partner with our clients serving as both an extension of their Human Resource and Finance Departments that will allow for real-time adjustment of strategies and services to achieve our partner's goal and initiatives as they evolve and change. Michelle holds a, State of Florida, Life, Health and Annuity License (2-15)..

Rachel Robinson—(Compliance Manager) Rachel began her career at Lincoln Financial Group, in the Leadership preparation Program and transitioned to their training coordinator. She specializes in managing, consulting, and advising clients on regulatory and compliance related issues. Her duties also include assisting clients with required regulatory documentation, filings, internal quality control, and employee training. Rachel holds a State of Florida, Life, Health and Annuity License (2-15) and has worked in the insurance industry since 2014. Additionally, she graduated from Pennsylvania State University with two Bachelors of Science degrees in Psychology and Economics.

Dianed Garcia – (Creative Director) – Dianed will be your point of contact for Human Resources and Benefit communications materials for your executive team and staff. She, along with your account executive team implement, trains and maintains a human resource website for our clients HR department and an Employee company web based portal. Dianed will assist in the creation of posters, newsletters, enrollments materials, wellness communications, benefit communications, newsletters, Legislation information, forms, surveys, benchmarking, Employee Handbook, policies, applications, posters, flyers, and payroll stuffers; all customized to the client's needs. She can customize and brand all materials to look and feel as if they are coming directly from the Town of Bay Harbor Islands. Dianed will also play an integral role with orchestrating, engagement activities and creating Wellness education materials for your employees throughout the year.

Analisa VanDelinder—(Claims Advocate) Analisa began her career with Brown & Brown in 2014. She is a true asset to our team as her expertise is in research and investigation of claims. She has a unique attention to detail and is exceptional at claims resolution, contract search and claim statute placement. Analisa holds a State of Florida, Life, Health and Annuity License (2-15) and has worked with Brown & Brown since 2014

Leticia Rodriguez—(Open Enrollment Specialist) Leticia, or Letty, began her insurance career with State Farm and then moving to Nationwide. She joined Brown & Brown in 2017 when she transitioned to the Employee Benefits side completely. She specializes in enrollment presentations, educational lunch and learns, assisting clients and their teammates with the actual enrollment, HRIS systems and education. She is bilingual and graduated from Florida Atlantic University with two BA degrees in Business Administration and Marketing

Section G

Project Implementation Strategy

Customer satisfaction is a main priority along with delivering a comprehensive benefit program to meet your Town's financial and plan goals. We will hit the ground running to canvas the market with a few different strategies to see what best fits your and your population's needs.

In broad terms, potential services for health care and insurance benefits analysis include the following:

- Review of plan design and benefits levels
- Look at funding alternatives and conventionally insured plans
- Networks and cost containment
- Analyze claims data and utilization
- Preparation and marketing of RFP's (Request for Proposals)
- Compare Contract to target unnecessary over utilization
- Drug Formulary Comparison

We will want to hold the following throughout the year:

- Quarterly claims update meetings with HR team and whom you see fit
- Annual wellness fairs including biometric screenings. We will provide all vendors and content to ensure that the wellness fair meets your needs to provide a return on investment.
- Quarterly lunch and learns, to freshen topics in your staffs mind on the better usage of their benefit program, along with Employee and Employer education.

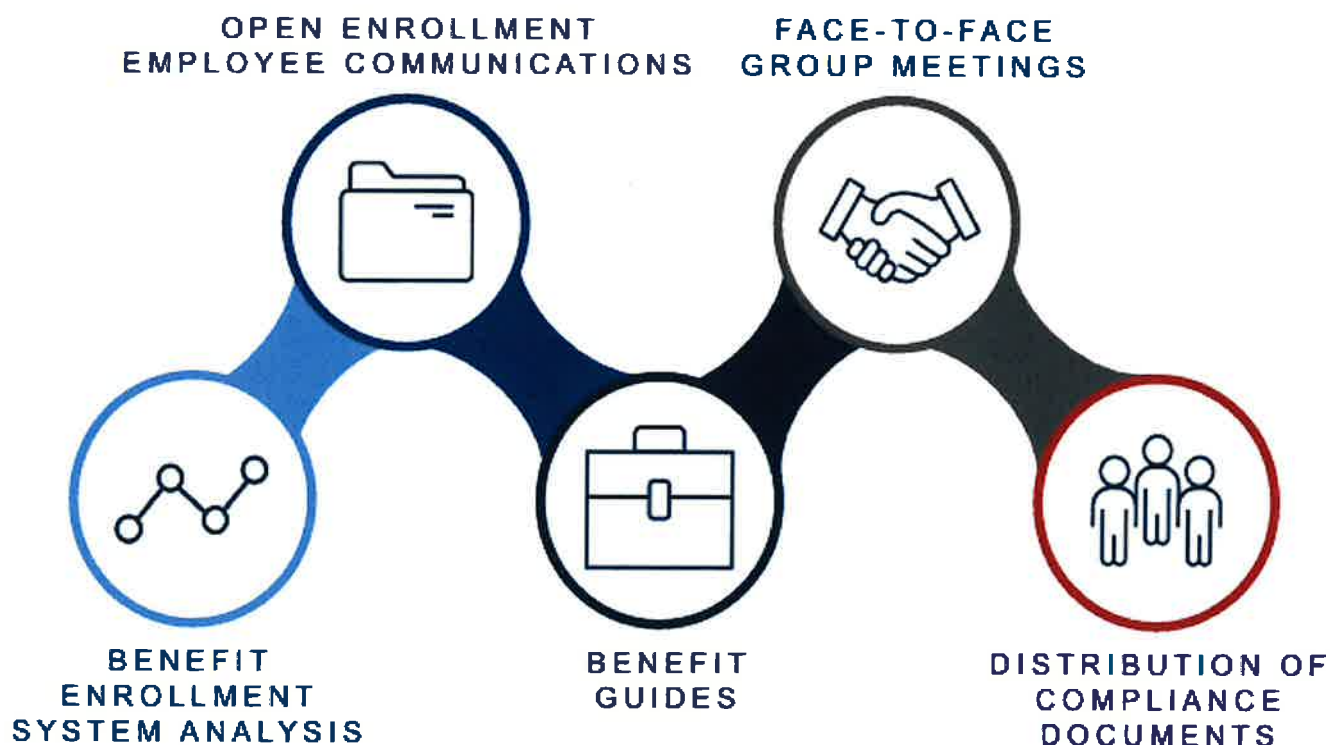


- Monthly and Quarterly Newsletters
- Legislative / Compliance Updates
- Benefit Guide
- Seminars on HR and Benefits Related Topics
- Wellness Initiatives

Open Enrollment / New Hire Orientation

Today everyone is moving so fast, and efficiency is the key. We believe in “letting US, help YOU.” We strive is to educate your population, streamline your procedures and provide you the tools that you need to be set up for success. We can provide the following with respect to your needs and wants. We want to take this off of your plate as well as the day to day enrollment, terminations, benefit education, COBRA, FSA, Compliance Review, Wellness and claims advocacy. Let us do what we do best and you go back to managing your work force. Below is how we will approach it.

OPEN ENROLLMENT



We also will provide live webinars throughout the year and provide customized video recordings in English, Spanish and Creole if desired for employees to have a recap of their benefit options or that can also be used for new hires. All our materials are provided to you in a customized format and are available in English, Spanish and Creole if needed. Below is a sample of the benefit booklet that we provide and election form.

HRIS System / Online Enrollment System

We believe that Technology allows employers to simplify the processes within their organization and employees to make the best selection possible for their personal needs when electing benefits. We have partnered with “best in breed” technology vendors to ensure our clients have access to multiple platforms so that together we may identify which system best fits our client’s needs. If your organization’s preference is to keep doing what you are currently doing in place, Brown & Brown is open to that, but we have found some of the best platforms for the Public Sector are listed below. These are some of our Technology partners:

BENEFIT ADMIN SYSTEM

You won’t be limited by the capabilities of just one platform. Brown & Brown has undergone a significant vetting process, so we can recommend and implement a technology partner that fits your particular needs and budget.



PROVIDING YOU INDEPENDENT ADVICE AND COST-EFFECTIVE TECHNOLOGY SOLUTIONS



We also provide you the tools and HR assistance that is needed. Not only will we be hands on and with you every step of the way, we provide you the additional resources that you need,

ZYWAVE

Find the information you need at your fingertips. Zywave content will help you meet your company's needs and help you communicate with your employees. Topics covered include legislation and compliance along with information on HR and other employee benefit issues.



Spot On Resources	A portal supporting your digital experience with solutions to help you: ACA reporting app, HR forum, compliance tools, and more
Decision Master Warehouse	Health claims analytical tool for self-funded and larger fully insured groups – comparing utilization to Truven norms, plan design modeling, and developing a plan to control costs
HR Hotline	Access to personalized, professional HR consultation, and knowledge with a click of a button
PlanAdvisor	Health claims analytical tool for fully insured groups offering Truven norm comparisons, renewal estimation, and plan design modeling
Wrap360	Stay in compliance with ERISA, with custom, attorney-written Wrap SPDs, and Plan documents
BenefitsNotices360	Customize and generate more than 20 major, required benefits notices

Your Data and HIPAA

Access to Brown & Brown information resources must be limited based on the least privilege principle and meet all legal, regulatory, and business requirements. This includes Sarbanes Oxley, HIPAA, PCI, 23NYCRR500, and business partner agreements. Specific procedures must be implemented by taking into considerations the Policy Statements (higher level objectives), Policy Standards (more specific boundaries necessary to meet objectives), and IT General Controls.

Brown & Brown, Inc. uses online service tools such as HR Connection, Zywave, and Brokerage Builder to provide clients with HIPAA compliance information as well as a procedure manual. Brown & Brown, Inc. also uses ImageRight and BenefitPoint to store electronic HIPAA sensitive data in servers. The files are password protected and only shared with the account team. Also, all emails containing HIPAA Privacy data are encrypted using Mime cast.

Overview

Brown & Brown Leadership recognizes the importance of protecting confidential information and have implemented a program that consists of policies and procedures created to address the various business and regulatory requirements impacting the business. The Information Security Policy is critical in ensuring the confidentiality, integrity, and availability of information systems and is required per communication by the Chief Information Officer (CIO). The related governance of the program is supported by the Divisional CIOs, the Chief Privacy Officer, the Director of Information Security, and other IT Directors.

Scope

The Brown & Brown Information Security Policy applies to all IT environments related to Brown & Brown entities and all users of Brown & Brown electronic information.

Objectives

All users of Brown & Brown information systems must meet the following objectives:

1. Ensure the confidentiality, integrity, and availability of information consistent with business and regulatory requirements,
2. Protect against any anticipated threats or hazards to the security or integrity of customer information systems,
3. Protect against unauthorized access to or use of information that could result in disruption to business operations or negatively impact the Brown & Brown teammates or business partners, and
4. Ensure the appropriate management of information throughout its lifecycle.

Governance

The COBIT 5 framework has been adopted as the foundation to the Brown & Brown IT Policy and related procedures. Also, an IT General Controls framework has been implemented to enforce those requirements. COBIT 5 helps create optimal value for the business by maintaining a balance between realizing benefits and optimizing IT risk levels and resource use. The Brown & Brown IT Policy is available on the internal network and includes Policy Statements, Practices, Activities, and Standards.

Access to Brown & Brown information resources must be limited based on the least privilege principle and meet all legal, regulatory, and business requirements. This includes Sarbanes Oxley, HIPAA, PCI, 23NYCRR500, and business partner agreements. Specific procedures must be implemented by taking into considerations the Policy Statements (higher level objectives), Policy Standards (more specific boundaries necessary to meet objectives), and IT General Controls. Many Policy Standards exist within the IT Resource Library that help protect the information systems, including Policy Standards for:

> Access Administration and Recertification > Audit Trails > Backup and Restore > Business Continuity > Critical Configurations > Customer Data Privacy > Data Governance and Classification > Encryption > Identity and Access Management > Incident Management > IT Recovery > Job Schedule > Multi-Factor Authentication > Network and Firewall > Passwords > Penetration Testing and Vulnerability Assessment > Physical Asset Inventory and Device Management > Physical Security and IT Environment > Privileged IT Access > Program Change Management > Program Development > Remote Access and VPN > Secure Development and Application Security > Security Incident Management > Systems and Network Monitoring > Systems and Network Security > Systems Operations and Availability > Third Party Access > Training and Monitoring

In short, we can produce cost-effective results to improve your organization's employee benefit programs, act as an extension of your HR department and give you the tools and peace of mind that your employees and data are protected. As they say, the proof is in the pudding.



Employee Benefits Guide

Plan Year | 2020-2021



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Welcome to your 2020-2021 Employee Benefits!

Town of Bay Harbor Islands offers you and your eligible family members a comprehensive and valuable benefits program. We encourage you to take the time to educate yourself about your options and choose the best coverage for you and your family.

This Benefit Booklet has been designed to provide you with the knowledge you need to make the best possible benefit decisions along with the Carrier Materials.



That's why at **Town of Bay Harbor Islands** we are committed to a comprehensive employee benefit program that helps our employees stay healthy, feel secure, and maintain a work/life balance.

Stay Healthy

- Medical
- Dental
- Vision Care

Work/Life Balance

- Legal Services
- EAP Program
- Pet Insurance

Feeling Secure

- Basic Life and Accidental Death & Dismemberment
- Voluntary Life Insurance
- Disability Insurance
 - Long Term Disability
 - Short Term Disability
- 5 Star Life Insurance Company
- Colonial Insurance
- AFLAC Insurance
- FRS Retirement

Contact Information



Refer to this list when you need to contact one of your benefit vendors.
For general information, contact Human Resources.

Human Resources Department – Insert Address

Shaun Gelvez
HR Director
E-Mail:

John Doe, MSHRM
Asst Director Human Resources
E-Mail:

Jane Doe, PHR, SHRM-CP
Human Resources Generalist
E-Mail:

Health Insurance - Example

HEALTH INSURANCE

United Healthcare Insurance
185 Asylum Street
Hartford, CT 06103-0450
Member Services: 1-800-357-0978
Website: www.myuhc.com
Group #s:
Choice / Choice Plus / Low & High Option

DENTAL INSURANCE

Humana Dental Care
1100 Employers Blvd.
Green Bay, WI 54344
Member Services: 1-800-233-4013
Website: www.humana.com
Group #s:
DHMO / DPPO Dental

VISION INSURANCE

EyeMed
4000 Luxottica Place
Mason, OH 45040
Member Services: 1-866-804-0982
Website: www.eyemed.com
Group #s:
PPO Vision

Life & Disability Insurance -Example

LIFE AND AD&D INSURANCE

Mutual of Omaha
P.O. Box 2476
Omaha, Nebraska 68103-2476
Member Services: 1-800-769-7159
Life Claims: 1-800-775-8805
Website: www.mutualofomaha.com
Group Policy#

LONG-TERM AND SHORT-TERM DISABILITY INSURANCE

Mutual of Omaha
P.O. Box 2476
Omaha, Nebraska 68103-2476
Member Services: 1-800-769-7159
Disability Claims: 1-800-877-5176
Website: www.mutualofomaha.com
Group Policy#

Retirement

FLORIDA RETIREMENT SYSTEM PENSION PLAN

FRS Pension Plan Administrator
Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000
Member Services: 1-866-446-9377
Website: www.myfrs.com

FLORIDA RETIREMENT SYSTEM INVESTMENT PLAN

FRS Investment Plan Administrator
CitiStreet
P.O. Box 56290
Jacksonville, FL 32241-6290
Member Services: 1-866-377-2121
Website: www.myfrs.com

ICMA RETIREMENT

ICMA - RC
P.O. Box 96220
Washington, DC 20090-6220
Member Services: 1-800-669-7400
Website: www.icmarc.org
Employer Plan #s:
401A: General Employees:
401A: Sr. Management:
457:
Roth IRA:

Employee Assistance Program

Mutual of Omaha Employee Assistance Program
1-800-316-2796
Web-site: www.mutualofomaha.com/eap

Anytime, 24 hours a day, 365 days a year.

Workers Compensation

WORKERS COMP CLINIC

WORKERS COMP HOSPITAL

WORKERS COMP INSURANCE

Financial Services Information

CREDIT UNION

DADE COUNTY FEDERAL CREDIT UNION

1425 NE 163 Street
North Miami Beach, FL 33162
Phone: 786-245-3281
Website: www.dcfcu.org

CREDIT UNION

SPACE COAST CREDIT UNION

1672 NE Miami Gardens Dr.
North Miami Beach, FL 33179
Phone: 305-882-5000
Website: www.sccu.com

CREDIT UNION

WE FLORIDA FINANCIAL

680 NE 124th Street
North Miami, FL 33161
Phone: 800-230-0200
Website: www.wefloridafinancial.com

Voluntary Benefits

VOLUNTARY SHORT-TERM DISABILITY AND VOLUNTARY LIFE

Mutual of Omaha

P.O. Box 2476
Omaha, Nebraska 68103-2476
Member Services: 1-800-769-7159
Disability Claims: 1-800-877-5176
Life Claims: 1-800-775-8805
Website: www.mutualofomaha.com
Group Policy#

AFLAC INSURANCE

AFLAC

COLONIAL LIFE INSURANCE

Colonial Life & Accident

VOLUNTARY LIFE INSURANCE

5 Star Life Insurance Company

Administrative Office
909 N. Washington Street Alexandria, VA 22314
Web: <http://5starlifeinsurance.com>
Phone: 800-776-2322
Fax: 703-224-0214

PET INSURANCE

Phone: 1-877-738-7874
www.petinsurance.com

LEGAL SERVICES

LEGAL CLUB MEMBER SERVICES

7771 W. Oakland Park Blvd. #217
Sunrise, FL 33351
Member Services:
1-800-305-6816
Website: www.legalclub.com

COBRA

INFINISOURCE BENEFIT SERVICES

15 E. Washington St.
Coldwater, MI 49036-0889
Toll Free: 1-800-300-3838
Fax: 1-517-278-0764
Website: www.infinisource.com

FLEXIBLE SPENDING ACCOUNTS

WAGeworks

24/7 Phone: 1-877-924-3967
Wageworks.com
<https://www.wageworks.com/employees/employee-benefits-account-management/>

Benefit Consultant – Brown & Brown Insurance

Brown & Brown, Inc.

1201 W. Cypress Creek Road
Suite 130
Fort Lauderdale, FL 33309

Shadi Kamyab – Senior Account Executive

Phone: 954-331-1332 E-Mail: skamyab@bbftlaud.com

Analisa VanDelinder – Senior Claims Analyst

Phone: 954-331-1361 E-Mail: avandelinder@bbftlaud.com

Samantha Graveline – Senior Vice President

Phone: 954-331-1476 E-Mail: sgraveline@bbftlaud.com

Enrollment



Town of Bay Harbor Islands is pleased to have the opportunity to offer you a wide variety of benefits to choose from to fit your personal/family needs.

Please take the time to review all sections of this enrollment booklet carefully. After reviewing the enclosed information, and you have questions on any of the items, please feel free to contact **Human Resources at 305-xxx-xxxx**

CAFETERIA PLAN

Town of Bay Harbor Islands currently offers a Cafeteria Plan, which provides a valuable tax benefit to both the Company and its employees.

A cafeteria plan is a benefit plan authorized by Section 125 of the Internal Revenue Code, which allows employees to elect benefits on a pre-tax basis*. Changes to your elections may be made at the next Open Enrollment or if you experience a Qualifying Event. A Family Status Change allows employees to add, change or drop coverage during the plan year due to the following reasons listed below (this list is not all-inclusive):

- Marriage or Divorce
- Death of a spouse or dependent child of the participant
- Birth or Adoption of a child
- Switching from FT to PT, vice versa
- Medicare eligibility
- Loss of Coverage



Not all Family Status Change events will allow the same election change for each benefit offered. Employees will have 30 days from the change in family status to make changes to the current plans.

*** Domestic Partnership Statement:** Please note payroll contributions for employees with domestic partnership coverage are not eligible to have payroll deductions done on a pre-tax basis per IRS tax dependent guidelines. Domestic Partnerships must also be registered with the County.

Changing Elections and Qualified Family Status Changes during the Year

What is considered a "Qualified Family Status Change?"

Marriage, Divorce, Birth, Adoption, etc., are examples of what is considered a Qualified Family Status Change. These events must be reported to the Plan Administrator within 30 days from the effective date of the "Qualifying Event", or a missed enrollment opportunity (no coverage) will occur.



Remember –

Once you make your benefit elections, they will remain in effect for the rest of the plan year. There are some situations that allow you to make changes to your benefits during the year, such as marriage, divorce or a new baby. If you have any questions or would like more information about making changes to your benefits, please contact Human Resources.

Eligibility



Who's Eligible?

All full-time employees who work 30 hours or more in one work week – temporary & seasonal employees excluded.

COBRA eligible individuals are eligible to enroll in the medical, dental, and vision plans as applicable. If terminated during the Plan Year you will be eligible to continue that participation through COBRA continuation.

When you enroll, you can also cover your eligible dependents.

Who can be covered?

- Your spouse**
- Your domestic partner****
- Your or your domestic partner's unmarried natural, legally adopted or stepchild(ren) up to age 26 or 30 if they meet the dependent requirements under FL statute*

*You will be required to complete an Insurance Affidavit form to verify eligibility. You will be required to show birth certificate if children have different last name, legal documentation for either the adoption of a child or the court order to cover stepchildren.

**You will be required to show proof of marriage if the last name of your spouse differs from yours.

****You may be required to complete an affidavit attesting that the domestic partnership has existed for a minimum period of 12 months and, periodically thereafter, to require proof that the domestic partner relationship continues to exist. In addition, a Declaration of Domestic Partnership is required to be filed, for filing information, please visit the Miami-Dade County Domestic Partnership website located at http://www.miamidade.gov/csd/domestic_partnership.asp or your applicable county.

Please note: payroll contributions for employees with domestic partnership coverage are not eligible to have payroll deductions done on a pre-tax basis per IRS tax dependent guidelines.

Waiting Period

Newly hired employees must satisfy a waiting period before they are eligible for benefits. Your benefits will become effective the first of the month following date of hire.
(i.e. if your hire date is March 5, 2020, your benefits effective date is April 1, 2020.)

Enrollment Deadlines

All Employees must complete their enrollment via the BSWIFT online portal.

If for any reason, you cannot make the enrollment deadline or if you have any questions you may contact the Human Resources Department to assist you with your benefits and enrollment questions.

Health Insurance Cost



Health Insurance

The Town has a three-tiered plan to help offset the cost of employee health insurance coverage. The three tiers are as follows:

- 1) **Opt Out.** Employees opting out of the Town's health insurance plan receive a **\$xxx.00** contribution, pro-rated semi-monthly. Only employees who provide proof they are enrolled in a creditable coverage insurance plan or Medicare may "**opt-out**" of the Town's health insurance plan. The Town reserves the right to verify coverage, request additional information, deny, or cancel this benefit at any time.
- 2) **Single Coverage.** Employees choosing single coverage receive a contribution of **\$xxx.xx** monthly, pro-rated semi-monthly.
- 3) **Dependent Coverage.** Employees choosing dependent coverage receive a monthly contribution amount of **\$xxxx.xx** if enrolling with employee + child(ren) coverage, **\$xxxx.xx** if enrolling with employee + spouse coverage, or **\$xxxx.xx** if enrolling with family coverage, pro-rated semi-monthly.

If the dollar amount of the coverage selected is less than the amount allowed, the employee receives the difference, pro-rated semi-monthly. Likewise, if the dollar amount of the insurance coverage selected exceeds the allowed amount, the employee pays the difference, pro-rated semi-monthly. The Town will deduct all applicable taxes.

Currently the Town offers two health insurance plans through **United Healthcare** as follows:

- 1) **HMO High Option** - Standard Insurance Plan.
- 2) **HMO Low Option** - Lower tiered insurance plan with higher deductibles and co-payments.

Our employees are our most valuable asset.



Employee Insurance Coverage Rates (Breakdown per Plan)

January 1, 2020 – December 31, 2021

United Healthcare Low Medical - Open Access	Bi-Weekly Premium
Single Low	\$ (18.26)
Children HMO Low	\$ 145.74
Spouse HMO Low	\$ 182.19
Family HMO Low	\$ 346.19

United Healthcare High Medical - Open Access	Bi-Weekly Premium
Single HMO High	\$ -
Children HMO High	\$ 180.43
Spouse HMO High	\$ 220.53
Family HMO High	\$ 400.96

Humana Dental - HMO	Bi-Weekly Premium
Single HMO	\$ -
Children HMO	\$ 4.35
Spouse HMO	\$ 3.48
Family HMO	\$ 9.11

Humana Dental - PPO	Bi-Weekly Premium
Single PPO	\$ 17.97
Children PPO	\$ 55.65
Spouse PPO	\$ 39.42
Family PPO	\$ 76.49

Humana Vision - PPO	Bi-Weekly Premium
Single PPO	\$ -
Children PPO	\$ 1.25
Spouse PPO	\$ 1.12
Family PPO	\$ 2.41

*(allowance given to employee)

Medical Insurance



Town of Bay Harbor Islands is pleased to announce that **Effective January 1, 2020** we will continue our Medical coverage with United Healthcare. We will continue offering two medical plan options to choose from.

	Choice Network AQPV MOD	Choice Plus Network AQO6 MOD	
	In-Network Only	In-Network	Out-of-Network
Calendar Year Deductible (CYD) Individual / Family	\$1,000 / \$2,000	\$250 / \$500	\$1,000 / \$2,000
Coinsurance	100%	100%	60% / 40%
Provider Services	Open Access	Open Access	
Primary Office Visit	\$15	\$15	40% After CYD
Specialist Office Visit	\$30	\$30	40% After CYD
Adult Wellness (Includes Preventive Lab)	\$0	\$0	40% After CYD
Hospital Services			
Inpatient Hospital	0% After CYD	\$250 After CYD	40% After CYD
Hospital Physician Services	0% After CYD	0% After CYD	40% After CYD
Outpatient Hospital	0% After CYD	0% After CYD	40% After CYD
Emergency Room	\$500	\$500	\$500
Preventive Services			
Ambulatory Surgery Center	0% After CYD	0% After CYD	40% After CYD
ASC Physician Services	0% After CYD	0% After CYD	40% After CYD
Lab / X- Ray	\$0	\$0	40% After CYD
Major Diagnostic (MRI, CAT, NM, PET)	\$150	\$150	40% After CYD
Urgent Care Facility	\$30	\$30	40% After CYD
Annual Out-of-Pocket Maximum Includes Deductible (Yes / No) Individual / Family	Yes \$6,850 / \$13,700	Yes \$6,850 / \$13,700	Yes \$13,700 / \$27,400
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Prescription Drugs Tier1/Tier2/Tier3/Tier4/Tier5 Mail Order (90 Day Supply)	\$7 / \$25 / \$40 \$17.50 / \$62.50 / \$100	\$7 / \$25 / \$40 \$17.50 / \$62.50 / \$100	Retail: \$7/\$25/\$40 Not Covered

For detailed information on medical benefits see certificate of coverage.



Emergency Room | Urgent Care

If you're faced with a sudden illness or injury, making an informed choice on where to seek medical care is crucial to your personal and financial well-being. Making the wrong choice can result in delayed medical attention and it may cost hundreds, if not thousands, of dollars. In fact, Harvard University reported that 62% of personal bankruptcies are caused by medical expenses, making medical debt the leading cause of bankruptcy in America.



The Emergency Room (ER) is equipped to handle life-threatening injuries and illnesses and other serious medical conditions. Patients are seen according to the serious-ness of their conditions in relation to the other patients.

You should go to the nearest Emergency Room if you experience any of the following:

- Compound fractures
- Deep knife or gun shot wound
- Moderate to severe burns
- Poisoning or suspected poisoning
- Seizures or loss of consciousness
- Serious head, neck or back injuries
- Severe abdominal pain
- Severe chest pain or difficulty breathing
- Signs of a heart attack or stroke
- Suicidal or homicidal feelings
- Uncontrollable bleeding



Urgent Care Centers (UC) are not equipped to handle life-threatening injuries or medical conditions. These centers are designed to address conditions where delaying treatment could cause serious problems or discomfort.

Some examples of conditions that require a visit to an Urgent Care Center include:

- Control bleeding or cuts that require stitches
- Diagnostic services (X-rays, lab tests)
- Ear infections
- High fever or the flu
- Minor broken bones (e.g., toes, fingers)
- Severe sore throat or cough
- Sprains or strains
- Skin rashes and infections
- Urinary tract infections
- Vomiting, diarrhea or dehydration

Choosing the appropriate place of care will not only ensure prompt and adequate medical attention but will also help reduce any unnecessary expense. Although Urgent Care Centers are usually more cost-effective, they are not a substitute for emergency care.

Pharmacy Information



Visit walmart.com/pharmacy

Your Medical ID Card is not required for the low prices on meds.
\$4.00 30 Day Supply / \$10.00 90 Day Supply - Generic Only



Free Medication Program Commonly
Prescribed Medications.
Visit [ww4.publix.com/
pharmacy-wellness/pharmacy/
pharmacy-services/medication-savings](http://ww4.publix.com/pharmacy-wellness/pharmacy/pharmacy-services/medication-savings)

Save money & feel better.

Publix is looking for ways to make your life easier, and helping you manage healthcare costs is no exception. That's why we're pleased to tell you that some commonly prescribed generic oral antibiotics are **FREE** at your neighborhood Publix Pharmacy. To take advantage of this great deal, all you have to do is bring in your prescription for any of the medications below, and they will give you up to a 14-day supply at **NO COST** to you – regardless of your prescription insurance provider or the number of prescriptions you need filled and 90 Day supply for just \$7.50. See additional listing at ww4.publix.com/pharmacy-wellness/pharmacy/pharmacy-services/medication-savings.

- Amoxicillin
- Ampicillin
- Penicillin VK
- Sulfamethoxazole/Trimethoprim (SMZ-TMP) (tablets only)

***FREE ANTIBIOTICS**

***FREE Amlodipine**

***FREE Lisinopril**



Visit ahfpharmacy.org

AHF Pharmacy Services – Specializing in Medications to treat HIV/AIDS

The information contained in this flyer is subject to change without notice.
Please contact the above pharmacies for the most updated information.



Dental Insurance



Town of Bay Harbor Islands is pleased to announce that we will continue our current DHMO & DPPO plans with **Humana**.

Humana	DHMO HS195	DPPO	
Plan Coverage	In-Network	In-Network	Out-of-Network
Preventive (Class I)	See below	100%	100%
Basic (Class II)	See below	100%	80%
Major (Class III)	See below	60%	50%
Maximum Annual Benefit	No Maximum	Unlimited	Unlimited
Calendar Year Deductible Individual / Family	No Deductible	\$50 / \$150	\$50 / \$150
Orthodontia (coverage / lifetime max)	\$2,435 Child & Adult	\$1,000 Child Only	\$1,000 Child Only
Reimbursement Schedule	Fee Schedule	Fee Schedule	85th Percentile
Routine Exams - 9430	No Charge	100%	100%
Routine Teeth Cleaning - 1110	No Charge	100%	100%
Full Mouth/Panoramic X-rays - 0330	No Charge	100%	100%
Simple Extractions - 7111	\$5	100%	80%
Root Canal (Endodontic) - 3330	\$210	60%	50%
Periodontal Scaling / Root Planning - 4341	\$50 per quad	100%	80%
Full or Partial Dentures - 5110	\$325	60%	50%
Crowns - 6752	\$245	60%	50%

For detailed information on dental benefits see certificate of coverage.

The Town pays 100% of the cost of dental (DHMO), insurance coverage for employees and 50% of the cost (pre-tax) for dependent coverage.



Vision Insurance

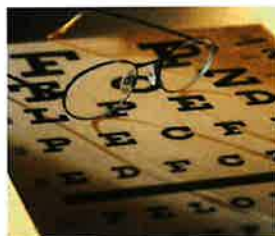


Town of Bay Harbor Islands is pleased to announce that we will continue our vision program with **EyeMed**. To search for In Network Providers, please visit www.eyemed.com and search the Insight Network.

	In-Network	Out of Network Reimbursement
Exam w/ Dilation as Necessary	\$10 Copay	Up to \$40
Retinal Imaging	Up to \$39	Not covered
Standard Contact Lens Fit & Follow Up	\$40	Not covered
Frames	\$130 Allowance + 20% off balance over	Up to \$91
Standard Plastic Lenses		
Single Vision	\$15 Copay	Up to \$30
Bifocal	\$15 Copay	Up to \$50
Trifocal	\$15 Copay	Up to \$70
Standard Progressive	\$80 Copay	Up to \$50
Conventional Contacts	\$150 Allowance + 15% off balance over	Up to \$150
LASIK OR PRK	15% Off of Retail	n/a
Frequency		
Eye Exam	Once every 12 months	
Lenses (in lieu of contact lenses)	Once every 12 months	
Contacts (in lieu of lenses)	Once every 12 months	
Frames	Once every 12 month	

For detailed information on vision benefits see certificate of coverage.

The Town pays 100% of the cost of vision insurance coverage for employees and 50% of the cost (pre-tax) for dependent coverage.



Basic Life & Accidental Death & Dismemberment



As an employee of the **Town of Bay Harbor Islands**, you automatically have a Basic Life and AD&D Benefit paid for 100% by the Town. Coverage is provided for all actively at work employees on the policy effective date working a minimum of 30 hours per week in the United States. The amount of your benefit is determined by your position. Please remember to update your Beneficiary when necessary.

Employee Basic Life Insurance

- Life insurance helps protect your family from a sudden loss of income in the event of death.
- Employee Life Insurance will be paid to your beneficiary(s) if you should die.
- You will be required to complete an Evidence of Insurability form for any amounts over the guaranteed issue amount.

	Basic Life and AD&D Insurance		
	Class 1	Class 2	Class 3
Eligibility	Full-Time Town Managers & Town Attorney	Full-time Department Managers	All Full-Time Employees
Benefit Amount	\$300,000	2X annual salary	1X annual salary
Maximum Benefit	\$300,000	\$300,000	\$300,000
Minimum Benefit	\$300,000	\$10,000	\$10,000
Accidental Life & Dismemberment Benefit	Equal to the amount of life insurance benefit.		
Living Care / Accelerated Death Benefit	80% of the amount of life insurance benefit is available to you if terminally ill, not to exceed \$240,000.		
Conversion	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide Evidence of Insurability (health information).		
Reduction Formula At Age 65 At Age 70 At Age 75	Amount reduce to 65% Amount reduce to 40% Amount reduce to 25%		
Refer to Certificate of Coverage to review all limitations and exclusions			

Voluntary Life Insurance



As an eligible employee of the **Town of Bay Harbor Islands**, you have the option of applying for Voluntary Life Insurance for yourself, your spouse and your children available through Mutual of Omaha. Employees who want to supplement their group life insurance benefits may purchase additional coverage. When you enroll yourself and/or your dependents in this benefit, you pay the full cost through payroll deductions. After your initial eligibility period, you will be subject to EOI.

		Voluntary Life Insurance		
Eligibility	All full-time Eligible Employees			
Benefit Amount	Increment of \$10,000, up to 7x's annual salary or \$500,000			
Spouse	Increments of \$5,000, up to \$250,000, and can be up to 100% of employee benefit amount			
Children	\$10,000 - To age 30			
Guarantee Issue	Employee	Spouse	Child	
	\$150,000	\$50,000	\$10,000	
Rates per \$1,000	Age	Rate		
	Under 25	\$0.080		
	25-29	\$0.080		
	30-34	\$0.090		
	35-39	\$0.150		
	40-44	\$0.270		
	45-49	\$0.470		
	50-54	\$0.730		
	55-59	\$1.100		
	60-64	\$1.840		
	65-69	\$3.360		
	70-74	\$4.760		
Refer to Certificate of Coverage to review all limitations and exclusions				



Individual Guarantee Life Insurance to Age 100



Prepare for the future. Protect your loved ones.

The Family Protection Plan (FPP): Term life insurance with Terminal Illness coverage to age 100*



Nearly 85% of Americans say most people need life insurance; unfortunately, only 62% have coverage and a staggering 33% say they don't have enough life insurance, including one-fourth who already have life insurance coverage. ** Nobody wants to be a statistic - especially during a period of grief. That's why 5Star Life Insurance Company developed its FPP policy - to ensure you and your loved ones are covered during a period of loss.

Affordability - You choose the coverage that best meets the needs of your family.

Terminal Illness - Pays you 30% (25% in CT and MI) of the coverage amount in a lump sum upon the occurrence of a terminal condition that will result in a limited life span of less than 12 months.

Portability - Continued coverage with no loss of benefits or increase in cost should you terminate employment after the first premium is paid, in which case the insurance company will simply bill you directly. Coverage can never be cancelled by the insurance company or your employers unless you stop paying premiums.

Family Protection - You can also purchase coverage for your spouse, children and grandchildren (ages 14 days through 23 years).

Quality of Life Benefit - Following a diagnosis of either a chronic illness or cognitive impairment, this rider accelerates a portion of the death benefit on a monthly basis – 4%; up to 75% of your benefit, and payable directly to you on a tax favored basis for the following:

- Permanent inability to perform at least two of the six Activities of Daily Living (ADLs) without substantial assistance; or
- Permanent severe cognitive impairment, such as dementia, Alzheimer's disease and other forms of senility, requiring substantial supervision.

Convenience - Premiums are easily taken care of through payroll deduction.

Protection You Can Count On - Within 24 hours after receiving notice of death, an emergency death benefit of 50 percent or \$10,000, whichever is less, is mailed to the beneficiary, unless the death is within the 2-year contestability period and/or under investigation. This product contains **no war or terrorism exclusions**.

It's less expensive than you think.

* Life insurance product underwritten by 5Star Life Insurance Company (a Baton Rouge, Louisiana company); administered by Dell Services, 777 Research Drive, Lincoln, NE 68521
Product available in all states except IN, NJ, NY, PR, VT & WA.

** LIMRA International and LIFE Foundation's 2013 Insurance Barometer Study
1 Provided at the Wall Street Journal website at: www.WSJ.com

Disability Insurance



The **Town of Bay Harbor Islands** provides **Long Term Disability insurance (LTD)** through **Mutual of Omaha** to all eligible employees at **no cost** to the employee. The LTD benefit pays you a percentage of monthly earnings if you become disabled due to an accident or injury.

		Long Term Disability Benefits	
Eligibility	Class 1	All Eligible Town Managers, Town Attorneys & Department Managers	
	Class 2	All other Eligible Employees	
Minimum Hours Per Week		30 Hours	
Benefit Percentage		60%	
Maximum Monthly Benefit		\$10,000	
Minimum Monthly Benefit		\$50	
Elimination Period		90 days	
Maximum Benefit Period (For Sickness or Injury)		The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later)	
		Age at Disability	Maximum Benefit Period
		Less than Age 62	To Age 65 or 42 months
		62	42 months
		63	36 months
		64	30 months
		65	24 months
		66	21 months
		67	18 months
		68	15 months
		69 and Over	12 months
Class 1		Benefits are paid to SSNRA based on your ability to perform your regular occupation.	
Class 2		Benefits are paid for a period of 24 months based on your inability to perform your regular occupation.	
Refer to Mutual of Omaha Certificate of Coverage to review all limitations and exclusions			

Voluntary Disability Insurance



As an eligible employee of the **Town of Bay Harbor Islands**, you have the option of applying for a **Short Term Disability (STD) Plan** provided by **Mutual of Omaha**. Short Term Disability Insurance gives you the security of knowing that if you become disabled, replacement income is available to help carry you through that period before the LTD plan takes effect without seriously affecting your present lifestyle or jeopardizing you and your family's financial security. Employees who want to supplement their disability insurance benefits may purchase this coverage. When you enroll yourself in this benefit, you pay the full cost through payroll deductions.

	Voluntary STD Insurance
Eligibility	All Full-time Eligible Employees
Elimination Period Injury Illness	14 Days 14 Days
Maximum Benefit Weekly Maximum Benefit Percentage of Weekly Salary Benefit Duration in Weeks	\$1,000 60% Up to 11 Weeks
Refer to Mutual of Omaha Group Certificate of Coverage to review all limitations and exclusions.	



Law Enforcement Officers Life & Accident Insurance



The **Town of Bay Harbor Islands** provides their Law Enforcement Officers the following benefit in accordance to Florida Statute:

Life Insurance		 THE HARTFORD	
Eligibility	All sworn Law Enforcement Officers		
Benefit	Description	Hazard	Amount
AD	Accidental Death Benefit - Loss Period: 365 days <i>(not applicable to residents of Pennsylvania)</i>	C-31 VL118	\$197,876
		C-64	\$69,802
ADD	Accidental Death & Dismemberment Benefit – Loss Period: 365 days <i>(For residents of Pennsylvania, the 365 days loss period is not applicable for loss of life only.)</i>	C-62	\$69,802
ATD	Accident Total Disability Benefit - Max. Pay Period- 52 weeks	-	\$100
ED	Education Benefit	-	\$2,000
SPOED	Spouse Education Benefit	-	\$2,000
DCARE	Day Care Benefit	-	\$2,000
Refer to The Hartford Certificate of Coverage to review all limitations and exclusions			

* The ATD Benefit Amount is subject to 80% salary.



Retirement



Employees are automatically enrolled in one of two retirement plans, depending upon hire date and position. The plans are as follows:

- **Florida Retirement System ("FRS"):** All eligible employees hired after November 2002 are automatically enrolled in the FRS. Under this plan, employees and the Town make a contribution to the retirement plan in an amount specified according to the employee's classification. The current contribution rates are as follows:

Class	Employee Contribution Rate	Town Contribution Rate	Total Contribution Rate
Regular Class HA/PA	3.00%	8.47%	11.47%
Special Risk Class HB/PB	3.00%	25.48%	28.48%
Senior Management Class HM/PM	3.00%	25.41%	28.41%

Employees have the option of choosing the Pension Plan or the Investment Plan.

Under the Pension Plan, employees enrolled in the FRS prior to July 1, 2011, need to have 6 years of service to be vested. Employees enrolled in the FRS on or after July 1, 2011, must have 8 years of service to be vested.

Under the Investment Plan, employees need to have 1 year of service to be vested.



- **ICMA 401A Money Management Plan:**

General Employees: All eligible employees hired before November 2002 were enrolled in the ICMA Plan. This plan is not open to newly hired employees. Under this plan, the Town contributes 11% and the employee 4% to a retirement investment plan. Employees are fully vested after 3 years.

Senior Management Employees: All eligible employees hired before November 2002 were enrolled in the ICMA Plan. This plan is only open to certain positions which are not designated and/or classified under FRS. Under this plan, the Town contributes 11% and the employee 6% to a retirement investment plan. Employees are fully vested after 3 years.





Match a Roth IRA with Your 457 Plan

Deferred Compensation

An optional Section 457 tax deferred savings program is available, through ICMA, for employees who wish to supplement future retirement income. The plan allows employees to put aside a portion of their earnings pre-tax each pay period, through payroll deduction, into an account for their retirement and reduce the amount of earnings that is currently taxable.

A Roth IRA and 457 deferred compensation plan can both help you reach your saving goals with added tax benefits and flexibility.

- **For different savings goals** – additional retirement income, health care, a home purchase, college education, emergencies.
- **For different tax benefits** – you can get a tax benefit now when you save to your 457 plan and a tax benefit later when you withdraw from your Roth IRA. And if you retire early, you can withdraw from your 457 plan without penalties.

Roth IRA

Tax-free withdrawals- distributions, including earnings, are tax and penalty-free if you have:

- Owned a Roth IRA for at least five years, as defined by the IRS; and
- A qualifying event, such as age 59½, a “first-time” home purchase, disability or death.

Otherwise, income and penalty taxes may apply to the withdrawal of earnings. But contributions can be withdrawn at any time without taxes or penalties.

And there are no IRS required minimum distributions, so loved ones can receive money you don't need tax free.

► **2020 tax year contributions** – up to \$6,000, if age 50 or over as of year-end, if your IRS Modified Adjusted Gross Income is less than:

- \$122,000 for Individual filer (\$122,000-\$137,000 to make partial contributions)
- \$193,000 for Married joint filer (\$193,000-\$203,000 to make partial contributions)

457 Deferred Compensation Plan

Pre-tax contributions lower current year taxes and all taxes are deferred until you withdraw.

Penalty-free withdrawals – distributions upon separation from service and not subject to the 10% IRS penalty tax, regardless of your age. ²

► **2020 tax year contributions** ¹ – up to

- \$19,000 normal limit
- \$25,000 if age 50 or over as of year-end
- \$38,000 if you qualify for pre-retirement catch-up contributions.

¹ 2020 tax-year contributions may be made up until the tax-filing deadline in April 2020. Income eligibility rules differ slightly. Visit www.icmarc.org/ira for more information.

² A 10% penalty tax never applies to withdrawals of original 457 plan contributions and associated earnings but may apply to non-457 plan assets rolled into a 457 plan and then withdrawn prior to age 59½.

ICMA-RC does not provide specific tax advice.

Learn More

- **IRA** – www.icmarc.org/ira
- **457 plan** – www.icmarc.org/457
- **Contact your ICMA-RC representative**



Get to Know Your 457 Plan

Your pension and Social Security may go far, but you will likely need more income for a truly comfortable future. That's where your 457 deferred compensation plan comes in – see why it matters to you!

1 It's easy to contribute

- Make automatic paycheck contributions.
- Change your contributions any time.

2 Get tax benefits along the way

- Pre-tax contributions lower your tax bill, lessening the impact to your take-home pay.
- Delay all taxes, until you take money out.

3 A wide range of investments are available

- You control investment decision, choosing from available options.
- Consider a diversified target-date fund or build your own portfolio. Get help with Guided Pathways® – www.icmarc.org/guidedpathways

4 Take out what you need

- You control withdrawals upon separation from service with your employer.*
- Only 457 plans have no early withdrawal penalty regardless of your age.**

* Depending on your plan's rules, withdrawal and loan options may be available while you're still working.

** The penalty may apply to non-457 plan assets rolled into a 457 plan and subsequently withdrawn prior to age 59½

HOW MUCH CAN I CONTRIBUTE?

For 2020, you can save as much as:

- \$19,000
- \$25,000 if age 50 or over
- \$38,000 if you qualify for pre-retirement catch-up contributions.

Reminder: you may be able to contribute accrued sick or vacation leave.

Can't save that much? Even small savings can really add up – start with as little as \$10 per paycheck.

The sooner you save, the more your money can grow – see how at www.icmarc.org/costofdelay.

Already enrolled? Aim to save more – see how at www.icmarc.org/savingsboost

GET HELP ONLINE

- Manage your account – www.icmarc.org/login
- Tips and tools to help you save, invest, and retire – www.icmarc.org/realize

Employee Assistance Program



There are times when we all need a little help in life's personal challenges. **Town of Bay Harbor Islands** provides an Employee Assistance Program (EAP), providing confidential assistance you and your immediate family members.



Employee Assistance Program - EAP

Program Overview

Confidential assistance for problems and work/life concerns, including

- Addictions • Depression • Stress/Anxiety • Legal Matters
- Financial Issues • Elder or Childcare needs • Marital & Family Problems

Contact Information

- Completely Confidential
- 1-800-316-2796 anytime, 24 hours a day, 365 days a year.
- Web-site: www.mutualofomaha.com/eap

Questions & Answers Regarding Your Employee Assistance Program

What is an Employee Assistance Program (EAP)?

An EAP is a confidential work-based program designed to assist employees, their family members and significant others with personal and job-related concerns.

Why would your company purchase this program for their employees?

The health and well-being of employees plays a major role in the success of any company. An understanding of this relationship has resulted in more and more companies making EAP services available to their employees in the interest of maintaining optimum health and productivity in the workplace.

Why do people call the EAP?

Thousands of employees and family members call their EAP each year for assistance with a wide range of issues. Certainly, any concern would be a reason to contact the EAP. In many situations, employees and their family members have financial, relationship, stress, parenting, substance abuse, and/or emotional concerns.

Who will know that I have used the EAP?

Contacts with the EAP are confidential and EAP Professionals are strictly bound by ethical and legal considerations in this regard. If you have any questions when you call, please discuss them with your EAP Professional.

Who can use the EAP?

As an employee with your company, you, your immediate dependent family members and significant others are eligible.

Is there a cost for using the EAP?

The EAP service is **free of charge**.

Who will answer my call to the EAP?

A valuable service of your EAP is immediate access to our Employee Assistance Professionals at any time, day or night, 365 days a year.

What do our customers have to say about the EAP?

Over 95% of clients surveyed said they were very likely to recommend the EAP to co-workers and family members. Furthermore, over 95% said they would not hesitate to contact our EAP again.

What can I expect when I call the EAP?

- To speak directly to our EAP Professional immediately
- To receive support and guidance from a trained professional
- To have a better understanding of the issues you are concerned about
- To work with our EAP Professionals to develop a plan which meets your needs

Additional Benefits



The Town offers the following additional benefits:

Sick Leave	Employee earn twelve (12) sick days per calendar year on a prorated basis (1.846 per week).
Vacation Leave	Employees earn vacation leave on a pro-rated basis as follows: • General Employees: Ten (10) days per year (1.539 hours per week). • Department Heads: Fifteen (15) days per year (2.308 hours per week) Vacation accruals are increased incrementally thereafter, as per Town policy.
Holidays	Employees are compensated for ten (10) Federal holidays per year. These include: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Please note: If the holiday falls on a Saturday, the Town observes it on the preceding Friday. If the holiday falls on a Sunday, the Town observes it on the following Monday.
Floating Holiday	Employees earn floating holidays as follows: • General Employees - Two (2) days per calendar year • Department Heads/Managers - Seven (7) days per calendar year Floating Holidays are pro-rated dependent upon hire date.
Direct Deposit	The Town offers direct deposit of your paycheck to the financial institution(s) of your choice.
Credit Union	The Town offers memberships in Space Coast, Peoples and Dade County Federal credit unions.



Educational Reimbursement Program



The Town provides educational assistance to full-time employees voluntarily participating in training of educational programs designed to maintain or increase knowledge, skills, and/or abilities.

This program is open to all full-time employees of the Town, and any other employees deemed qualified, as may be designated by the Town Manager.

The Town of Bay Harbor Islands will reimburse employees for educational development expenses provided (1) the courses are job-related, (2) the courses are pre-approved by the Department Head, the Human Resources Director, and the Town Manager, and (3) the Employee receives a grade of "B" or better. Employees will be eligible to receive reimbursement of up to Fifteen Hundred Dollars (\$1,500.00), per fiscal year, for the cost of tuition, books, materials, supplies and activity fees.

If less than one-half (1/2) of the educational funds budgeted for the fiscal year are expended or encumbered at the end of the fiscal year, a participating employee may be entitled to receive an additional reimbursement amount, not to exceed Fifteen Hundred Dollars (\$1,500.00). The maximum benefit amount shall be Three Thousand Dollars (\$3,000.00), per fiscal year.

Senior Staff employees as determined by the Town Manager (e.g. Department Heads, Deputies etc.) and general employees who are seeking a Master's degree or higher will be eligible to receive reimbursement of up to Three Thousand Dollars (\$3,000.00), per fiscal year, for the cost of tuition, books, materials, supplies and activity fees.

Participants may be required to reimburse the Town should they leave, voluntarily or not, within twelve (12) months of receiving program money.

Flexible Spending Accounts



What is a Flexible Spending Account (FSA)?

An FSA is a Flexible Spending Account, which is authorized by the IRS and available through your employer. There are two types of Flexible Spending Accounts available - a healthcare account and a dependent day care account. Both accounts allow you to set aside money for eligible expenses on a pre-tax basis.

Types of FSAs:

Healthcare Account - Eligible healthcare expenses include deductibles, co-pays, coinsurance and certain over-the-counter (OTC) items, which are not covered by your medical, dental, prescription or vision programs. Starting January 1, 2012, certain OTC medicines and drugs will be considered ineligible unless you have a written prescription from your doctor.

Dependent Day Care Account - Eligible dependent day care expenses include day care, before and after school programs, nursery school or preschool, summer day camp and even adult day care. A dependent day care account reimburses you for expenses that allow you and your spouse, if married, to work while your dependents are being cared for.

FSA Contribution Limits	
Healthcare or Limited Purpose FSA	\$100 Minimum ; \$2,750 Maximum
Dependent Day Care FSA	\$100 Minimum; \$5,000 Maximum if Married filing joint tax returns or \$2,500 Maximum if Single or Married filing separate federal tax returns.

The Healthcare and Limited Purpose FSA 2.5 month grace period allows you to spend for reimbursement under the FSA incurred through 12/31/2020. However, all eligible expenses for Plan Year 2021, including expenses incurred during the 2.5 month grace period, must be incurred in 2021. Expenses incurred during the 2.5 month grace period will forfeit an opportunity to be reimbursed under the FSA.

Voluntary Supplemental Insurance



The Town of Bay Harbor Islands is offering the following voluntary plans through Colonial:



Group Medical BridgeSM – Plan 1 (HSA-Compliant)

Colonial Life's group hospital indemnity insurance plan, Group Medical Bridge, offers a customizable and flexible plan design that will help supplement your major medical plan offering. This coverage provides benefits that your employees can use to offset deductibles, co-pays, and out-of-pocket medical and non-medical expenses related to covered events that cause financial exposure, such as hospital confinement.

This plan is a Health Savings Account (HSA)-compliant plan that may also be offered to employees who do not have an HSA.

Group Disability

Colonial Life's voluntary short-term disability insurance policy is a group plan that is sold via payroll deduction at the workplace. It insures your employee's paycheck by replacing a portion of your employee's income if he becomes disabled because of a covered accidental injury or covered sickness.

Group Accident (GAC4000)

Our Group Accident (GAC4000) insurance is an indemnity plan providing employees and their families with injury, hospital, doctor, accidental death and catastrophic accident benefits in the event of a covered accident. These benefits can help with the out-of-pocket medical and non-medical expenses associated with an accident.

Group Critical Care

Colonial Life's Group Critical Care insurance helps your employees and their families maintain financial security during the lengthy, expensive recovery period of a serious medical event such as cancer, heart attack or stroke. It provides a lump sum benefit to help with the out-of-pocket medical and/or non-medical expenses of a critical illness and/or cancer. There are options as well to include ongoing benefits for the extended treatment and care of cancer (internal or invasive) or carcinoma in situ.

Coverage is available to: Employee; Employee and Spouse; One-Parent family (Employee and Dependent Children); and Two-Parent Family (Employee, Spouse and Dependent Children).

Face amounts for the employee range from \$5,000 - \$25,000 in \$1,000 increments. The maximum face amount will equal the Guaranteed Issue amount allowed for each case size as indicated in the underwriting section below. If a spouse is covered under the employee's plan, their face amount is 50% of the employee's coverage. If dependent child(ren) are covered, their face amount is also 50% of the employee's coverage.

Voluntary Supplemental Insurance



The Town of Bay Harbor Islands is offering the following voluntary plans through Aflac:

- **Personal Accident Indemnity Plan** - Benefits are payable for a covered person's death, dismemberment, or injury caused by a covered accident that occurs on or off the job.
- **Personal Sickness Indemnity Plan** - Benefits are payable for a covered sickness that occurs while coverage is in force. Hospital Confinement Benefit, Hospitalization, Major Diagnostic Exams, Surgical Benefit, and Ambulance Benefits are all included in the plan. Limitations exclusions may apply.
- **Personal Cancer Indemnity Plan** - Benefits are payable on First-Occurrence, Hospital Confinement, Medical Imaging, Radiation and Chemotherapy, Immunotherapy, Cancer Screening Wellness and much more.
- **Personal Disability Income Protector** - If you are working at a full-time job while coverage is in-force and a covered sickness or covered off-the-job injury causes you to become totally disabled, Aflac will pay you one thirtieth of the benefit shown in the Policy Schedule for each day you remain totally disabled. A full-time job is defined as a job at which you work 30 or more hours per week for pay or benefits.
- **Specified Health Event Protection** - Policy provides hospital intensive care coverage for sickness and injury, and provides specified health event coverage for critical illness. Some benefits are payable for both hospital intensive care and specified health events, and some benefits apply only to specified health events. Some benefits reduce at age 70. Read each benefit carefully.
- **Hospital Protection Plan – Level 3** - Policy provides annual hospitalization Confinement, Daily Hospital Confinement, Invasive Diagnostic Exams, Wellness, plus much more.
- **Hospital Intensive Care Protection** – Policy provides Hospital Intensive Care Unit Benefit, Step-Down Intensive Care Unit Benefit, Major Human Organ Transplant Benefit and a Progressive Benefit.
- **Life Protector** – Life insurance is not “what if” insurance, but “when”. Protect your loved ones with the money they will need in your absence. 10, 20, and 30 Year Term and Whole Life policies are available. Face amounts are now available for up to \$200,000. You can also provide policies for your spouse and child(ren).

Legal Club of America



Employees and family members will have toll free access to behavioral health experts anytime, 24 hours a day, and 365 days a year. All calls are answered directly by licensed, degreed clinical staff, and all services are handled with complete confidentiality.

Legal Club Member Services (800) 305-6816

www.legalclub.com

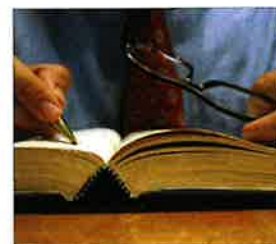


Satisfaction and Closure

Counselors follow-up with member in a timely fashion to ensure quality and satisfaction of services. Counselors close the case only after determining with member, and the provider, that the issue has been successfully resolved and member has completed all recommended treatment.

Legal Club members Receive:

- Unlimited advice on federal taxation via toll-free phone call/fax/email
- Free tax return preparation (includes 1040EZ, 1040A and 1040)**
- Free preparation of any tax schedules that accompany the form 1040**
- Unlimited advice on federal taxation for small business owners (sole proprietors)
- IRS audit assistance
- IRS notification assistance
- Tax planning
- Review of prior year's tax return**
- Member portal with: tax tips, tax law changes, tax organization area, IRS audit area, IRS notification area and Member advice online
- Alternatively, members receive a discount off services at H&R Block***



Highlights

- Program includes the member, their spouse or domestic partner, and their dependent children. Membership also includes any person who is dependent on the member, such as a student, or is a resident of their home. This would include students or any family members residing in their home, such as a grandparent or in-law.
- 9 unlimited use free basic legal services provided to all members including; a free simple will.
- Free tax preparation and advice year round.
- Free financial education hotline and counseling.
- Free Identity Theft restoration service that includes monitoring and \$1,000,000 of insurance to cover qualified costs associated with restoring the member's identity to its pre-theft state if an incident occurs.
- No limitations on "pre-existing conditions" for the Family Legal Plan.
- Can never be used against the plan sponsor, their agent or administrator.
- The Family Legal Plan is not an insurance product. Good in all 50 states.
- No claim forms, for the Family Legal Plan.
- Nationwide proprietary network.
- Available on an employer and employee paid basis.
- Completely portable.



Workers' Compensation



The Town provides, at no cost to you, Workers' Compensation coverage for health care services for on-the-job injuries and occupational diseases. This coverage is provided through a managed care arrangement as outlined in Section 440.134 of the Florida Statutes.

The Town may provide full salary to employees injured on the job for a period of up to 13 weeks, in lieu of the 2/3 salary provided for by state statutes. Therefore, you must turn in any Workers Comp checks received to Human Resources.

Under the Workers' Compensation law, it is mandatory that any on-the-job injury or accident be immediately reported to your supervisor so that the proper documentation can be filed. A report is filed with the State of Florida to ensure that any benefits the injured may be entitled to are not jeopardized by failure to report. Failure to file within seven days may result in a fine to the Town and a loss of benefits to you.

The Third Party Administrator for the Town of Bay Harbor Islands is:

Workers' Comp Works For You

If you are injured on the job:

1. Notify your employer immediately to get the name of an approved physician. Workers' comp insurance may not pay the medical bills if you don't report your injury promptly to your employer.

2. Notify the doctor and medical staff that you were injured on the job so that bills may be properly filed.

3. If you have any problems with your claim or suffer excessive delays in treatment, contact the State of Florida's Division of Workers' Compensation at 1-800-342-1741.

Employer: Town of Bay Harbor Islands
18070 Collins Avenue, Sunny Isles Beach, FL 33160
is providing Workers' Compensation coverage through:
Preferred Governmental Claims Solutions (PGCS)

Policy #: WCFL301320261001
Effective Date: 10/01/2019 to 10/01/2020

Report Claim To: Preferred Governmental Claim Solutions
PO Box 958456, Lake Mary, FL 32795-8456
Phone: 1-866-237-6617

Workers' compensation pays for all authorized medically necessary care and treatment related to your injury or illness.

If you are unable to work or your earnings are lower because of a work-related injury or illness, and you have been disabled for more than seven calendar days, you may be eligible for some wage replacement benefits.

\$25,000 Reward

ANTI-FRAUD REWARD PROGRAM
Rewards of up to \$25,000 may be paid to persons providing information to the Department of Financial Services leading to the arrest and conviction of persons committing insurance fraud, including employers who illegally fail to obtain workers' compensation coverage. Persons may report suspected fraud to the department at 1-800-378-0445 or online at <https://www.indiordacta.com/fraudpage.asp>. A person is not subject to civil liability for furnishing such information, if such person acts without malice, fraud or bad faith.

This notice of compliance must be posted by the employer and maintained conspicuously in and about the employer's place or places of employment.
State of Florida
Division of Workers' Compensation

69L-6.007, F.A.C. Compensation Notice
DPS-F4-154b
Revised March 2020

Pet Insurance



With pet insurance offered by Veterinary Pet Insurance, you're free to choose from multiple plan options that will fit the needs of your pet with the convenience of payroll deductions. Employees receive a premium discount based on how many pets you enroll. Rates are determined by the breed, age of the pet, species, plan selected and the state of residence. Coverage is available for your dogs, cats, birds and even exotics. You can visit any licensed veterinarian, including specialist and emergency providers.

To enroll with the group discounted rates, go to <http://www.petinsurance.com> or call 877-PETS VPI and mention that you are an employee of EXAMPLE.



Pet Wellness Plan Plus everyday careSM

- No deductible
- Instant approval
- Covers wellness exams, shots, tests and more
- Freedom to use any vet, anywhere
- Maximum annual benefit of \$500
- Includes 24/7 access to **vethelpline**SM (\$170 value)

Starting at **\$10**/paycheck[†]



Major Medical Plan comprehensiveSM

- \$250 annual deductible
- Covers accidents, illnesses, procedures, X-rays and more
- Chronic condition coverage included
- Freedom to use any vet, anywhere
- Benefits renew in full each year
- Limited hereditary coverage after the first year
- Includes 24/7 access to **vethelpline**SM (\$170 value)

Starting at **\$13**/paycheck[†]



Major Medical Plan comprehensiveSM

+



Pet Wellness Plan Plus everyday careSM

Starting at **\$22**/paycheck^{††}

Most popular

Family Medical Leave Act



Employee Rights & Responsibilities

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment.

or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Wage and Hour Division

Medicare Part D Notice of Creditable Coverage



For Medicare-Eligible employees enrolled in the United Healthcare plans

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans also offer more coverage for a higher monthly premium.
2. **Town of Bay Harbor Islands** has determined that the prescription drug coverage offered by **UHC plans** are, on average for all plan participants, expected to pay out as much as the standard Medicare prescription drug coverage pays and is considered Creditable Coverage.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

You can join a Medicare drug plan when you become eligible for Medicare and each year from October 15th through December 7th. This may mean that you have to wait to join a Medicare drug plan and that you may pay a higher rate (a penalty) if you join later. You may pay the higher premium (a penalty) as long as you have Medicare prescription drug coverage. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

In addition, if you lose or decide to leave employer/union-sponsored coverage, you will be eligible to join a Part D plan at the time using an Employer Group Special Enrollment Period.

You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area.

If you decide to join a Medicare drug plan, your Town of Bay Harbor Islands coverage will not be affected. If you decide to join a Medicare drug plan and drop your employer sponsored prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back.

You should also know that if you drop coverage or lose your group coverage and do not join a Medicare drug plan within 63 continuous days after you current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

Note: You'll get this notice each year. You may also request a copy.

For more information about your option under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You will be mailed a copy from Medicare each year. For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (or see "Medicare & You" Guide)
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying Medicare prescription drug coverage is available. For more information, contact Social Security at 1-800-772-1213 or www.socialsecurity.gov.

Date:	January 1, 2020
Name of Entity/Sender:	Town of Bay Harbor Islands
Contact / Position:	x
Address:	
Phone Number:	305-xxx-xxxx

Healthcare Reform



NOTICE OF HEALTH CARE REFORM CHANGES

As a reminder, the following changes to our Town of Bay Harbor Islands Medical Plans and are still valid for the 2020 plan year.

- The lifetime benefit limit will be unlimited on essential services. There will be no annual limit on essential benefits. Essential benefits may include:
 - Ambulatory Patient Services
 - Emergency Services
 - Hospitalization
 - Maternity and Newborn Care
 - Mental Health and Substance Abuse Disorders
 - Prescription Drugs
 - Rehabilitative and Facilitative Services and Devices (including durable medical equipment)
 - Laboratory Services
 - Prevention and Wellness Services
 - Chronic Disease Management
 - Pediatric Services, including oral and vision care
- Certain Preventive services are now covered 100% at no charge when you use **United Healthcare** network providers. These include:
 - Routine adult physical
 - Routine Well child Exams
 - Routine Gynecological exams (includes pap and related fees)
 - Colorectal Cancer Screening
 - Routine mammograms
- Most Generic Oral Contraceptive Medications & Products for \$0 cost-share. (FDA Approved Contraceptive Methods for women). Items available without a prescription are not covered under the Health Care Reform law.
- Pre-existing Condition exclusions do not apply
- Dependents may be covered until age 26. Dependents under the age of 26 may enroll within 30 days of renewal for coverage effective J 1, 2020.
- Primary care physicians: a participating physician specializing in pediatrics may be selected as the primary care physician for a covered dependent child.
- Gynecological and obstetric services: Authorization or referral for gynecologic or obstetric care will not be required.
- Appeals: Covered persons will have the right to an internal appeal and external review for coverage determinations or claims.



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 5-31-2020)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact Human Resources.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information about Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Town of Bay Harbor Islands		4. Employer Identification Number (EIN)	
5. Employer address		6. Employer phone number	
7. Town	8. State FL	9. ZIP code	
10. Who can we contact about employee health coverage at this job? Human Resources			
11. Phone number (if different from above) 305-xxx-xxxx		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

☒ All employees.
Eligible employees are: All full time employees, Retirees, and COBRA Participants

☐ Some employees. Eligible employees are:

- With respect to dependents:

☒ We do offer coverage. Eligible dependents are:

Spouse/Domestic Partners (Registered). Dependents of employees and domestic partners up to age 26; and dependents who are age 26+ under the guidelines of the State of Florida (FSS 627.6562)

☐ We do not offer coverage.

☒ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.**

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

COBRA

Consolidated Omnibus Budget Reconciliation Act

General Notice of COBRA Continuation Coverage Rights

**** Continuation Coverage Rights Under COBRA****

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage.

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to your Plan Administrator.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Special Enrollment Notice



This notice is being provided to make certain that you understand your right to apply for group health coverage. You should read this notice even if you plan to waive health coverage at this time.

Loss of Other Coverage

If you are declining coverage for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this Plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

Example: You waived coverage under this Plan because you were covered under a plan offered by your spouse's employer. Your spouse terminates employment. If you notify your employer within 30 days of the date coverage ends, you and your eligible dependents may apply for coverage under this Plan.

Marriage, Birth, or Adoption

If you have a new dependent as a result of a marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, or placement for adoption.

Example: When you were hired, you were single and chose not to elect health insurance benefits. One year later, you marry. You and your eligible dependents are entitled to enroll in this Plan. However, you must apply within 30 days from the date of your marriage.

Medicaid or CHIP

If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Example: When you were hired, your children received health coverage under CHIP and you did not enroll them in this Plan. Because of changes in your income, your children are no longer eligible for CHIP coverage. You may enroll them in this Plan if you apply within 60 days of the date of their loss of CHIP coverage.

Newborns' & Mothers' Health Protection Act (NMHPA)



The Newborns' and Mothers' Health Protection Act (NMHPA) was enacted in 1996 to provide protections to mothers and their newborn children with respect to the length of hospital stays after childbirth. Under the NMHPA, group health plans may not restrict mothers' and newborns' benefits for hospital stays after childbirth to less than:

- ✓ **48 hours** following a vaginal delivery; and
- ✓ **96 hours** following a delivery by cesarean section.

A group health plan may also not require a physician or other health care provider to obtain authorization from the plan for prescribing the minimum hospital stay for the mother or newborn. However, the health plan may impose cost sharing, such as deductibles or coinsurance, on hospital stays related to childbirth.

Coverage Requirements

The NMHPA sets limits on benefits that are provided for hospital stays after childbirth. However, nothing in the law or regulations requires a mother to give birth in a hospital or stay in the hospital for a specific period of time after giving birth. Also, the NMHPA does not require group health plans to provide any benefits for hospital stays related to childbirth. However, if the plan provides these benefits, it must comply with the NMHPA's minimum requirements.

Hospital Length of Stay

The final regulations clarify when a hospital stay connected with childbirth begins.

- When a delivery occurs in the hospital, the stay begins at the time of delivery, not at the time of admission or beginning of labor.
- If there are multiple births, the stay begins at the time of the last delivery.
- For deliveries that occur outside of the hospital, the stay begins at the time the mother or newborn is admitted.

The decision of whether a hospital stay is connected with childbirth is a medical decision to be made by the attending provider.

Attending Provider Definition

The regulations provide an exception to the NMHPA's general rule regarding length of hospital stay for situations where the attending provider, in consultation with the mother, decides to discharge the mother or newborn earlier than 48 or 96 hours, as applicable.

The attending provider is "an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child." The final regulations definitively state that the definition of attending provider does not include a plan, hospital, managed care organization or other issuer.

Prohibition on Incentives

The NMHPA contains a number of prohibitions designed to prevent benefits from being improperly limited. The regulations clarify that a group health plan may not deny a mother or her newborn coverage under the plan to avoid the NMHPA's requirements or provide payments or rebates to a mother to encourage her to accept lesser benefits than those provided for by the NMHPA.

Also, a group health plan may not penalize an attending provider for giving care in accordance with the NMHPA or provide incentives to induce an attending provider to discharge a mother or newborn before the end of the required time period. However, a group health plan may negotiate with an attending provider the compensation for care provided for hospital stays related to childbirth in general.

Authorization and Cost-sharing

The final regulations state that a plan may not require a physician or other health care provider to obtain authorization for prescribing a hospital stay in accordance with the NMHPA. In addition, a group health plan may not restrict benefits for a portion of a hospital length of stay provided for by the NMHPA in a way that is less favorable than benefits for a previous portion of the stay.

The regulations do not prohibit imposing cost-sharing, such as deductibles or coinsurance, on hospital stays related to childbirth. However, the cost-sharing must be consistent for the entire stay and cannot be higher for a later portion of the mandated length of stay.

Notice Requirements

The notice requirements with respect to the NMHPA differ depending on the type of plan or coverage involved. The regulations explain the differences as follows:

- **ERISA Plans.** ERISA's rules for summary plan descriptions (SPDs) require all group health plans to describe the federal or state law requirements applicable to the plan relating to hospital lengths of stay in connection with childbirth for the mother or newborn. The DOL provided model language regarding the NMHPA in the SPD rules. See below for this model language.
- **State and Local Government Plans.** Plans that are subject to the NMHPA must provide a notice with specific language describing the federal requirements. The final regulations clarify that the notice can either be included in the plan document that describes benefits or in the type of document the plan generally uses to inform participants and beneficiaries of plan benefit changes. Further, any time a plan distributes one or both of these documents after providing the initial notice, the applicable statement must be included in one or both documents.
- **Health Insurance Issuers in the Individual Market.** Health insurance issuers in the individual market must also provide notice in the insurance contract containing specific language regarding the federal rules.

State Insurance Mandates

The NMHPA and the final regulations do not apply to health insurance coverage (and group health plans that provide benefits only through health insurance coverage) in certain states that have adopted laws similar to the NMHPA. The final regulations clarify that a state law qualifies for this exception if it requires the health insurance coverage to do one of the following:

- Provide for at least a 48-hour hospital length of stay after childbirth (96 hours for a cesarean delivery);
- Provide for maternity and pediatric care in accordance with guidelines for care following childbirth established by the American College of Obstetricians and Gynecologists, the American Academy of Pediatrics or any other established professional medical association; or
- Require, in connection with coverage for maternity care, that the hospital length of stay decision is made by the attending provider in connection with the mother or with the mother's consent.

Enforcement

There are no specific penalties for failing to comply with the NMHPA. However, plan participants or the DOL could use ERISA's enforcement scheme to compel compliance with the NMHPA's requirements. For example, a plan participant could bring a lawsuit for benefits due under the NMHPA, and could seek interest and attorneys' fees. In addition, the Internal Revenue Service (IRS) may impose an excise tax of **\$100 per day** on a group health plan that does not comply with the NMHPA, subject to certain limitations and exceptions depending on the nature of the noncompliance.

Model Disclosure for ERISA Plans

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Enrollment Notice - WHCRA



KNOW YOUR BENEFITS.



Women's Health and Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; External breast forms that fit into your bra for before or during reconstruction
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, call your plan administrator.



Michelle's Law



Michelle's Law—Coverage for Dependent Students

Michelle's Law was enacted in 2008 to ensure that dependent students who take a medically necessary leave of absence do not lose health insurance coverage. Michelle's Law is named after a New Hampshire college student, Michelle Morse, who continued her studies while battling colon cancer in order to maintain health insurance coverage under her parents' plan. Michelle died of colon cancer in November 2005 at the age of 22.

The Affordable Care Act (ACA) further expanded coverage requirements for dependents, effective for plan years beginning on or after Sept. 23, 2010. Under the ACA, group health plans or insurers that provide coverage for dependent children must continue to make coverage available until a child attains age 26, regardless of student status.

COVERAGE requirements

Michelle's Law allows seriously ill or injured college students, who are covered dependents under group health plans, to continue coverage for **up to one year while on medically necessary leaves of absence**. The leave must be medically necessary as certified by a physician, and the change in enrollment must commence while the dependent is suffering from a serious illness or injury and must cause the dependent to lose student status.

Under Michelle's Law, a dependent child is entitled to the **same level of benefits** during a medically necessary leave of absence as the child had before taking the leave. If any changes are made to the health plan during the leave, the child remains eligible for the changed coverage in the same manner as would have applied if the changed coverage had been the previous coverage, so long as the changed coverage remains available to other dependent children under the plan.

NOTICE REQUIREMENTS

If a group health plan requires a certification of student status for coverage under the plan, it must send a Michelle's Law notice along with any notice regarding the certification requirement. The Michelle's Law notice must be written in language understandable to a typical plan participant and must describe the terms of the continuation coverage available under Michelle's Law during medically necessary leaves of absence.

IMPACT OF the ACA

The ACA's adult child coverage mandate diminished the impact of Michelle's Law on many health plans. Under the ACA, if a group health plan or insurer provides dependent coverage for children, the plan or insurer must continue to make the coverage available until the child attains age 26, regardless of student status. Thus, the impact of Michelle's Law on group health plans will generally be limited to health plans that provide coverage to dependent students who are age 26 or over.



Medicaid & the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2020. Contact your State for more information on eligibility –

ALABAMA – Medicaid	FLORIDA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Website: http://flmedicaidtprecovery.com/hipp/ Phone: 1-877-357-3268
ALASKA – Medicaid	GEORGIA – Medicaid
The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx	Website: Medicaid www.medicaid.georgia.gov - Click on Health Insurance Premium Payment (HIPP) Phone: 404-656-4507
ARKANSAS – Medicaid	INDIANA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: http://www.indianamedicaid.com Phone 1-800-403-0864
IOWA – Medicaid	KANSAS – Medicaid
Website: http://dhs.iowa.gov/hawk-i Phone: 1-800-257-8563	Website: http://www.kdheks.gov/hcf/ Phone: 1-785-296-3512

KENTUCKY – Medicaid Website: https://chfs.ky.gov Phone: 1-800-635-2570	NEW HAMPSHIRE – Medicaid Website: https://www.dhhs.nh.gov/oii/hipp.htm Phone: 603-271-5218 Toll-Free: 1-800-852-3345, ext 5218
LOUISIANA – Medicaid Website: http://dhh.louisiana.gov/index.cfm/subhome/1/n/331 Phone: 1-888-695-2447	NEW JERSEY – Medicaid and CHIP Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE – Medicaid Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-442-6003 TTY: Maine relay 711	NEW YORK – Medicaid Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831
MASSACHUSETTS – Medicaid and CHIP Website: http://www.mass.gov/eohhs/gov/departments/masshealth/ Phone: 1-800-862-4840	NORTH CAROLINA – Medicaid Website: https://dma.ncdhhs.gov/ Phone: 919-855-4100
MINNESOTA – Medicaid Website: https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp Phone: 1-800-657-3739 or 651-431-2670	NORTH DAKOTA – Medicaid Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-844-854-4825
MISSOURI – Medicaid Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	OKLAHOMA – Medicaid and CHIP Website: http://www.insureoklahoma.org Phone: 1-888-365-3742
MONTANA – Medicaid Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084	OREGON – Medicaid and CHIP Website: http://healthcare.oregon.gov/Pages/index.aspx http://www.oregonhealthcare.gov/index-es.html Phone: 1-800-699-9075
NEBRASKA – Medicaid Website: http://www.ACCESSNebraska.ne.gov Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	PENNSYLVANIA – Medicaid Website: http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm Phone: 1-800-692-7462
NEVADA – Medicaid Medicaid Website: http://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900	RHODE ISLAND – Medicaid Website: http://www.eohhs.ri.gov/ Phone: 855-697-4347

SOUTH CAROLINA – Medicaid	VIRGINIA – Medicaid and CHIP
Website: https://www.scdhhs.gov Phone: 1-888-549-0820	Medicaid Website: http://www.coverva.org/programs_premium_assistance.cfm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.coverva.org/programs_premium_assistance.cfm CHIP Phone: 1-855-242-8282
SOUTH DAKOTA - Medicaid	WASHINGTON – Medicaid
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://www.hca.wa.gov/free-or-low-cost-health-care/program-administration/premium-payment-program Phone: 1-800-562-3022 ext. 15473
TEXAS – Medicaid	WEST VIRGINIA – Medicaid
Website: http://gethipptexas.com/ Phone: 1-800-440-0493	Website: http://mywvhipp.com/ Toll-free phone: 1-855-MyWVHIP (1-855-699-8447)
UTAH – Medicaid and CHIP	WISCONSIN – Medicaid and CHIP
Medicaid Website: https://medicaid.utah.gov/ CHIP Website: http://health.utah.gov/chip Phone: 1-877-543-7669	Website: https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf Phone: 1-800-362-3002
VERMONT– Medicaid	WYOMING – Medicaid
Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427	Website: https://health.wyo.gov/healthcarefin/medicaid/ Phone: 307-777-7531

To see if any other states have added a premium assistance program since January 31, 2020, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 12/31/2020)

Notes



Notes



Benefit plans are subject to change. **Town of Bay Harbor Islands** reserves the right at any time, in its sole discretion, to amend, modify, reduce the benefits provided by, or terminate any of its plans. Any amendment, modification, reduction or termination may be made without prior notice to participants, except as required by law.

This Benefit Booklet is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this benefit booklet conflicts in any way with the Certificate of Coverage, the COC shall prevail. It is recommended that you review your COC for an exact description of the services, and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

The information in this Benefits Summary is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Summary was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies, or errors are always possible. In case of discrepancy between the Benefits Summary and the actual plan documents the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about this summary, contact Human Resources.



EMPLOYEE BENEFITS

Section H

Special Consideration

Florida Public Entity Footprint

Our team provides Property & Casualty and Employee Benefits advisement and insurance services to approximately 250 Florida governments, including more than 100 Cities, Counties and School Boards. Some of our clients include:

University of South Florida
University of Florida
The City of Miami
Sarasota County
City of South Miami
City of North Miami Beach
City of Sunny Isles Beach
City of Homestead
Brevard County
City of Ft Lauderdale
City of St Cloud
City of Jacksonville
State of Florida

Florida Atlantic University
Florida Polytechnic University
Hillsboro County
Town of Miami Lakes
City of Miami Gardens
School District of Osceola County

Section I

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown - Daytona Beach 300 N Beach Street Daytona Beach FL 32114	CONTACT NAME: Laurie DeSandre	
	PHONE (A/C, No, Ext): 386-239-7242 FAX (A/C, No): 386-239-5729	
INSURED BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH FL 32115	E-MAIL ADDRESS: ldesandre@bbdaytona.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: The Continental Insurance Company	35289
	INSURER D: The Charter Oak Fire Insurance Company	25615
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 445230530

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		TC2JGLSA9527B87421	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		TC2JCAP9527B86221	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 50,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		6011849429	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D 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	UB1R8701982151K UB1R8612692151R	1/1/2021 1/1/2021	1/1/2022 1/1/2022	☒ 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
B	ERRORS & OMISSIONS		ELU172413-21	1/1/2021	1/1/2022	EA WRONGFUL ACT AGGREGATE 20,000,000 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Section K

Litigation Statement

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO x

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

YES _____ NO x

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

YES _____ NO x

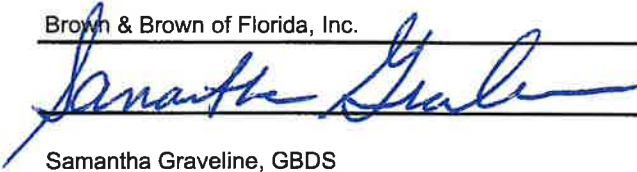
If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:

Brown & Brown of Florida, Inc.

Authorized Signature:



Print or Type Name:

Samantha Graveline, GBDS

Title:

Senior Vice President

Date:

06/24/21

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

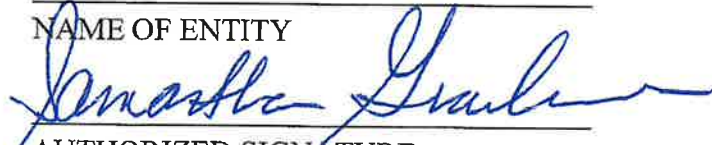
I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

☒ Addendum 1	☐ Addendum 6
☐ Addendum 2	☐ Addendum 7
☐ Addendum 3	☐ Addendum 8
☐ Addendum 4	☐ Addendum 9
☐ Addendum 5	☐ Addendum 10

Brown & Brown of Florida, Inc.

NAME OF ENTITY


AUTHORIZED SIGNATURE

Samantha Graveline

PRINT NAME

06/24/2021

DATE

Section L

Forms

Form 1
RESPONSE CHECKLIST

- SL Form 1: **Response Checklist**
- SL Form 2: **Proposal Information Form**
- SL Form 3: **Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- SL Form 4: **Company Qualifications' Questionnaire**
- SL Form 5: **Key Personnel**
- SL Form 6: **Client References**
- SL Form 7: **Dispute Disclosure**
- SL Form 8: **Acknowledgment of Addenda**
- SL Form 9: **Single Execution Affidavit**

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Brown & Brown of Florida, Inc.

FIRM NAME

1201 W. Cypress Creek Road, #130 Fort Lauderdale, FL 33309

PRINCIPAL BUSINESS ADDRESS

954-331-1476

TELEPHONE

954-776-4446

FACSIMILE

Sgraveline@bbftlaud.com

EMAIL ADDRESS

59-0691921

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

BL-1001029

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

Samantha Graveline

NAME

Senior Vice President

TITLE



AUTHORIZED SIGNATURE

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

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

1. I am the Representative
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
Brown & Brown of Florida, Inc. doing
business as Brown & Brown - Ft Lauderdale, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all
of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated June 24, 2021, and
submit this Proposal to the Town of Bay Harbor Islands, and the execution of this Certificate
of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Andrea Kelly

Witness #1 Print Name: Andrea Kelly

[Signature]

Witness #2 Print Name: Jessica Celona

S. Graveline

Print Name: Samantha Graveline

Title: Sr Vice President

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 24th day of June, 2021, before me the
undersigned, personally appeared Samantha Graveline, whose name(s)
is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

[Signature]
Notary Public (Print, Stamp, or Type as
Commissioned)

nf

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

MATTHEW F JERRY NOTARY PUBLIC STATE OF FLORIDA NO. GG343216 MY COMMISSION EXPIRES JUL. 26, 2023

FORM 4

Company Qualification Questionnaire

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

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

82

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

<u>Samantha Graveline A005090</u>	<u>05/12/1997</u>
<u>Shadi Kamyab W389565</u>	<u>04/04/2017</u>
<u>Terri James A133328</u>	<u>09/30/1995</u>
<u>Analisa Vandelinder W272335</u>	<u>08/15/2015</u>

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

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

If other, please describe the type of company: _____

a. FEIN/EIN Number: 59-0691921

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

i. Date Licensed by DBPR: 07/25/2006

ii. License Number: L007011

c. Date registered to conduct business in the State of Florida: 04/03/1947

i. Date filed: 06/22/2006

ii. Document Number: 150616

d. Primary Office Location: Headquarters - 300 N Beach Street Daytona Beach, FL 32114

e. What is your primary business? Insurance Broker
(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
Michael Keeby	President	Publicly Traded Company
Richard Andrew Watts	CFO	Publicly Traded Company
Robert Llyod	Secretary	Publicly Traded Company
Joseph Stanton	Treasurer	Publicly Traded Company

b. Is any owner identified above an owner in another company? ☐ Yes ☒

No If yes, identify the name of the owner, other company names, and %
ownership

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Publicly Traded Company - All

4. Employee Information

- a. Total No. of Employees: 11,800
- b. Total No. of Managerial/Admin. Employees: 3,700 / 8,100

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

City of South Miami - Asst City Manager - Samantha Fraga- Lopez

City of Sunny Isles Beach - Director of Human Resources & Risk Management - Yael Londono

City of North Miami Beach - Director of Human Resources & Risk Management -Francisco Rios

City of Homestead - Benefits Manager - Ursula Medero

City of Mount Dora - Director of Human Resources Sharon Kaynik

6. Insurance Information:

- a. Insurance Carrier name & address:

The above are with various insurance carriers.

Cigna, United Health Care, Aetna , Florida Blue and Humana.

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

Various

c. Number of Insurance Claims paid out in last 5 years & value: HIPAA Protected

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

Brown & Brown is the 5th largest Insurance Broker in the Nation. This provides us the accessibility to propitiatory programs

that we otherwise might not have access to, the support staff to be readily available to the Town as they desire, dedicated

claims analyst, compliance analyst, service specialists and marketing team. Even though we are a large publicly traded

broker, we are able to provide the personalized and individual attention that the Town deserves.

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

By: 
Signature of Authorized Officer

06/24/2021
Date

Samantha Graveline
Printed Name

FORM 5
Proposer's Team & Key Personnel
Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Company	Years of Experience	Years with Proposer	Licenses & Certifications
Samantha Graveline, GBDS	Senior Vice President Employee Benefits	Brown & Brown - Ft Lauderdale	25	25	240,215,216,218 GBDS, ACA Specialist
Michelle Kent	Senior Account Exec	Brown & Brown - Ft Lauderdale	27	13	215
Shadi Kamyab	Senior Account Exec	Brown & Brown - Ft Lauderdale	18	4	215, 220
Terri James	Director of Service	Brown & Brown - Ft Lauderdale	29	7	240,215,216,218
Rachel Robinson	Compliance	Brown & Brown - Ft Lauderdale	7	4	215
Analisa Vandelinder	Sr Claims Analyst	Brown & Brown - Ft Lauderdale	7	5	215
Leticia Rodriguez	Open Enrollment Specialist	Brown & Brown - Ft Lauderdale	8	4	215
Dianed Garcia	Creative Director	Brown & Brown - Ft Lauderdale	16	3	

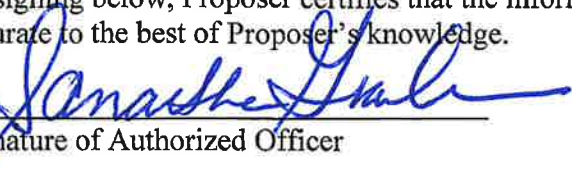
2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Our Employee Benefit department employees 25 employees out of our Ft Lauderdale office. All teammates have 3 back up teammates in the event that there is a transition out of our organization, vacation, illness, etc. With the majority of our staff being part of our team for 5+ years, we are confident that representation will never be a problem should we be granted the award.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement
Samantha Graveline	Complete Overseeing of Account	10	Various	Continuous
Shadi Kamyab	Service, Bill Audits, Cost Analysis	10	Within S. Graveline's Clients	As needed - Continuous
Analisa VanDelinder	Claims Resolution	15	Within S. Graveline's Clients	As needed - Continuous
Rachel Robinson	Compliance Audit	20	Various	As needed - Continuous
Dianed Garcia	Creative Director	30	Various	As needed - Continuous
Terri James	Oversees All Service Team	15	Various	As needed - Continuous
Leticia Rodriguez	Open Enrollment - Communication	10	Various	As needed - Continuous
Michelle Kent	Service, Bill Audits, Cost Analysis	10	Within S. Graveline's Clients	As needed - Continuous

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

By: 
Signature of Authorized Officer

Samantha Graveline

Print Name

Date: 06/24/2021

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: City of Sunny Isles Beach

Reference Contact Name:

Yael Londono

Contact Title:

Director of Risk Management / Human Resources

Contact Department:

Human Resources

Contact Telephone:

305-792-1708

Contact Email:

Ylondono@SIBFL.net

Public Entity Size/Number of Residents/Square Mileage: 225

Contract Start Date: 2000 / 3/1/21

Contract End Date: Current

Is the Contract still Active? Yes x No

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including

plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment

printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,

provider search, appointment assistance, engagement events and anything that is requested that falls under the

brokers scope of service.

REFERENCE #2

Public Entity Name: City of South Miami

Reference Contact Name:

Samantha Fraga-Lopez

Contact Title:

Asst City Manager

Contact Department:

City Manager

Contact Telephone:

305-668-2515

Contact Email:

Sfraga-Lopez@southmiami.gov

Public Entity Size/Number of Residents/Square Mileage: 160

Contract Start Date: 2016 **Contract End Date:** Current

Is the Contract still Active? Yes x No

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including,

plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment

printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,

provider search, appointment assistance, engagement events and anything that is requested that falls under the

brokers scope of service.

REFERENCE #3

Public Entity Name: City of Homestead

Reference Contact Name:

Ursula Medero

Contact Title:

Director of Human Resources

Contact Department:

Risk Management

Contact Telephone:

305-224-4472

Contact Email:

umedero@cityofhomestead.com

Public Entity Size/Number of Residents/Square Mileage: 450

Contract Start Date: 2005

Contract End Date: Current

Is the Contract still Active? Yes x No

Scope of Work (be as detailed as possible) Provide Employee Benefit program to employees. Including,
plan selection, negotiation of price and benefits, open enrollment online platform. Federal and State Compliance. Enrollment
printed and electronic materials, HRIS system, COBRA, Wellness Fairs, Education and training, claims advocacy,
provider search, appointment assistance, engagement events and anything that is requested that falls under the
brokers scope of service.

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO x

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

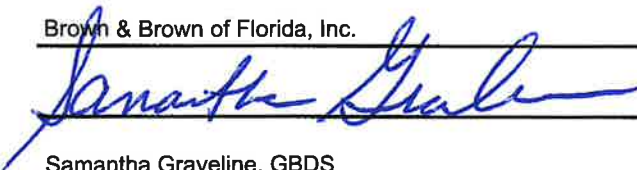
YES _____ NO x

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

YES _____ NO x

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:	<u>Brown & Brown of Florida, Inc.</u>
Authorized Signature:	
Print or Type Name:	<u>Samantha Graveline, GBDS</u>
Title:	<u>Senior Vice President</u>
Date:	<u>06/24/21</u>

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum 1	☐ Addendum 6
☐ Addendum 2	☐ Addendum 7
☐ Addendum 3	☐ Addendum 8
☐ Addendum 4	☐ Addendum 9
☐ Addendum 5	☐ Addendum 10

Brown & Brown of Florida, Inc.

NAME OF ENTITY



AUTHORIZED SIGNATURE

Samantha Graveline

PRINT NAME

06/24/2021

DATE

FORM 9

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY
HARBOR ISLANDS AND ARE STATEMENTS MADE:**

By: Samantha Graveline

For (Name of Proposing or Bidding Entity): Brown & Brown of Florida, Inc.

Whose business address is: 1201 W Cypress Creek Road #130 Ft Lauderdale, FL 33309

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-0691921

(if the entity does not have an FEIN, include the Social Security Number of the individual signing
this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

SG

Proposer Initials

Public Entity Crimes Affidavit

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

SG 
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

SG 

Proposer Initials

Business Entity Affidavit

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

SG 

Proposer Initials

Anti-Collusion Affidavit

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

SG 
Proposer Initials

Scrutinized Company Certification

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

SG 
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFQ #216** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

SG 

Proposer Initials

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

In the presence of:

Andrea Kelly

Witness #1 Print Name: Andrea Kelly

Witness #2 Print Name: Max Murdoch

Signed, sealed and delivered by:

S. Graveline

Print Name: Samantha Graveline

Title: SR. Vice President

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 24th day of June, 2021, before me the undersigned, personally appeared Samantha Graveline, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

[Signature]

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

MP Personally known to me; or
____ Produced identification (Type of Identification: _____)
____ Did take an oath; or
____ Did not take an oath

MATTHEW F JERRY
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG343216
MY COMMISSION EXPIRES JUL. 26, 2023



RESPONSE TO

TOWN OF BAY HARBOR ISLANDS

RFQ NO. 216 FOR “HEALTH INSURANCE BROKER SERVICES”

Proposal Date June 25, 2021

Presented by
Leslie M. Carlet, SPHR, SHRM-SCP
American Benefit Partners, Inc.
10682 Pebble Cove Lane
Boca Raton, FL 33498
561-706-7001

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Letter of Intent

In the following document, American Benefit Partners, Inc. intends to respond to, thoroughly answer, and meet the needs represented in the recently published RFQ presented by the Town of Bay Harbor Islands, "Request For Qualifications RFQ No. 216 Health Insurance Broker Services" published May 21, 2021.

American Benefit Partners, Inc., founded in 2002, is a woman-owned, state-licensed firm whose mission is to utilize its expertise in employee benefits consulting and management to work with fewer, select clients who value personalized service and practical no nonsense consultation in their efforts to provide excellent employee benefits to their employees.

We pride ourselves on being a boutique-style firm that is able to provide a high level of customized service. You and your staff are important to us. We are in a position to promise AND deliver individualized service.

Over the past 17 years, as your Employee Benefits Broker/Consultant, we have proven to be available 24/7/365 to assist the Town of Bay Harbor Island's Management, and its employees and their families, with

- claims resolution,
- providing proof of coverage,
- answering questions,
- assisting with enrollment, employment terminations and changes,
- billing corrections,
- compliance requirements,
- COBRA and retiree administration, and

all other Health & Welfare Employee Benefits matters that have arisen.

The team assigned to your account has combined over 50 years of Human Resources and management experience with more than 38 years of concentration in Employee Benefits. Your primary contact, Leslie M. Carlet, has experience working with some of the largest public entities in Florida, including

The City of Boca Raton, Broward Sheriff's Office, Broward County, Martin County Property Appraiser, Florida City, and The City of Deerfield Beach.

American Benefit Partners, Inc., and its staff, have all the appropriate licenses and appointments to meet the legal, technical and professional requirements of The Town of Bay Harbor Islands and those listed in the RFQ. American Benefit Partners, Inc. and the team assigned to your account, have NEVER had any reprimands or complaints filed against them since inception. Our reputation and excellent references show that we take great care to act with the utmost integrity, reliability and candor in our business dealings.

American Benefit Partners, Inc. has the ability and resources to electronically retain all documents, files and programs to meet retention laws regarding all insurance matters for The Town of Bay Harbor Islands. We meet all requirements under the HIPAA and Hi-Tech laws regarding confidentiality and privacy. All files and documents can be furnished to management as requested.

Over the past 17 years, American Benefit Partners, Inc. has proven the ability to meet the needs of the employees and management, including the ability to negotiate favorable renewals and cost savings through our knowledge, skills and relationships with insurance providers.

Choosing our firm will allow the continuation of a long-term, cost-efficient and effective relationship, that has proven positive and beneficial for employees and their families, providing quality plans with robust networks, while still responding to the budgetary and compliance requirements of your organization.

Sincerely,



Leslie M. Carlet, SPHR, SHRM-SCP
President
American Benefit Partners, Inc.

Form 1
RESPONSE CHECKLIST

- ☒ Form 1: **Response Checklist**
- ☒ Form 2: **Proposal Information Form**
- ☒ Form 3: **Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- ☒ Form 4: **Company Qualifications' Questionnaire**
- ☒ Form 5: **Key Personnel**
- ☒ Form 6: **Client References**
- ☒ Form 7: **Dispute Disclosure**
- ☒ Form 8: **Acknowledgment of Addenda**
- ☒ Form 9: **Single Execution Affidavit**

Leticia M. Carr

Firm's Qualifications

a. Form 4 – Company Qualifications Questionnaire (Follows next)

b. Form 6 – Client References (Follow next)

c. Client References *See attached Letter of Reference

• Town of Bay Harbor Islands	Ron Wasson*	516-764-1120
• Town of Bay Harbor Islands	Alan K. Short*	954-461-8016
• Town of Bay Harbor Islands	Vicky Motola	305-496-8622
• Palm Beach School for Autism	Louisa Legato*	561-512-3960
• Rogers Benefits Group	Lillian Cohen*	561-371-1993
• Florida Aquastore	Nick Hartofilis	561-306-6785
• Jeff Industries (Past Client)	Claudia Roberts	561-662-1264
• Roth Farms	Candie Vitani Mixon	561-248-4699

d. Complaint History There have never been any complaints filed against American Benefit Partners, Inc. or its staff.

e. Relevant Business Licenses (Documents follow next)

- American Benefit Partners, Inc., Florida Incorporation Document # P02000034059
- American Benefit Partners, Inc. Agency License L059783
- American Benefit Partners 2021 Annual Report (Dated 2/21/2021)
- Leslie M. Carlet Insurance License A040639

American Benefit Partners, Inc., founded in 2002, is a woman-owned, state-licensed firm whose mission is to utilize its expertise in employee benefits consulting and management to work with fewer, select clients who value personalized service and practical no nonsense consultation in their efforts to provide excellent employee benefits to their employees.

We pride ourselves in being a boutique-style firm that is able to provide a high level of customized service. You and your staff are important to us. We are in a position to promise AND deliver individualized service.

We help organizations find the solutions that will internally control costs, reduce administrative burden, while showing your employees that you care about their health and welfare. By understanding how rates are developed, American Benefit Partners, Inc. understands how to hold the insurance companies accountable. This leads to a great deal of savings over the years helping to maintain high quality benefit plans.

With the best references, and outstanding reputation, our staff is thoroughly trained in the many aspects of employee benefits, with over 50 years of business management and client service proficiency, and more than 38 years of Employee Benefits expertise.

Our founder, Leslie M. Carlet, is a certified Florida Supreme Court Mediator and Human Resources Generalist, with more than 40 years of business acumen. Our Director of Client Relations, Matt Shields, has a degree in Finance and has worked for some of the largest Financial Services firms in the industry, including ING (now Voya), AXA Advisors, and Guardian Life Insurance Company.

Organizations need firms with the knowledge to keep them out of trouble. In today's environment, Employee Benefits compliance, with its labyrinth of rules and regulations, can be daunting. Even with the best of intentions, business owners and Human Resource executives can be overwhelmed trying to follow every detail and nuance of these complex laws on their own. American Benefit Partners, Inc. leads you through the Health and Welfare benefits maze of regulation.

To ensure the highest probability of compliance with legal requirements, American Benefit Partners, Inc. assists you in the administration of benefits

through complimentary engagement of administrative specialists, by providing,

- COBRA Administration through a Third-Party Administrator,
- Retiree Administration through a Third-Party Administrator,
- Efficient Technology, that connects to most payroll platforms, to drive group maintenance, and
- An online HR library called “HR360”.

These services help avoid costly errors and avoid the burden associated with administering them properly.

American Benefit Partners, Inc. has the team, the resources, and the experience to meet the many needs of the Town of Bay Harbor Islands and its employees. Our many and varied references demonstrate our commitment to delivering an excellent benefits program to our clients. Our 17-year history with the Town of Bay Harbor Islands highlights our exceptional proven track record.

FORM 4

Company Qualification Questionnaire

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

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

19.25

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

American Benefit Partners Agency License: L059783 4/7/2009
Leslie M. Carlet Insurance License: A040639 6/7/1995

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

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

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 01-0653979

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

i. Date Licensed by DBPR: NA

ii. License Number: NA

- c. Date registered to conduct business in the State of Florida: 3/21/2002

i. Date filed: 3/22/2002

ii. Document Number: P02000034059

- d. Primary Office Location: 10682 Pebble Cove Lane, Boca Raton, FL
33498

e. What is your primary business? Insurance Agency (Employee Benefits)
(This answer should be specific)

f. Name and Licenses of any prior companies N/A

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
<u>Leslie M. Carlet</u>	<u>President</u>	<u>100%</u>

b. Is any owner identified above an owner in another company? ☐ Yes ☒

No If yes, identify the name of the owner, other company names, and %
ownership

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Leslie M. Carlet	President	All
------------------	-----------	-----

4. Employee Information

a. Total No. of Employees: 2

b. Total No. of Managerial/Admin. Employees: 2

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

No written contracts

6. Insurance Information:

- a. Insurance Carrier name & address:

CNA, PO Box 8317, Chicago, IL 60680-8317

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

"Life Agent Intake Notice Administrator", SpecialtyProNewLoss@cna.com

\$0;

No claims;

c. Number of Insurance Claims paid out in last 5 years & value: No complaints ever filed

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town

American Benefit Partners, Inc. has a 17 year history of providing the Town of Bay Harbor Islands and its employees with excellent, high-end employee benefits, in a cost-effective manner.

We have saved the Town of Bay Harbor Islands 100's of thousands of dollars over the years, and specifically \$431,000 over the past 3 years.

Our professional references are unparalleled and from some of the Town's most respected staff members.

Employees know us and we have developed good, long-term relationships with many.

Our company and staff have never had a complaint filed against them.

Our President is a Supreme Court Certified Mediator, a Certified Senior Professional in Human Resources, has worked at two of the largest broker firms in the country (USI, AON) and has a 14-year history of operational experience prior to going into Employee Benefits.

Our Director of Client Relations has worked at three of the largest Financial Services firms in the nation including ING (now Voya), AXA Advisors and Guardian Life Insurance Company.

We currently are paying for your COBRA and Retiree Administration, an online HR library (HR360) and are providing an online enrollment and onboarding system to begin at this next enrollment, all at no charge to the Town of Bay Harbor Islands.

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

By: Leslie M. Carlet
Signature of Authorized Officer

5/25/2021
Date

Leslie M. Carlet
Printed Name

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:
Ron Wasson (See attached Letter of Reference)

Contact Title:
Town Manager (now City Manager at Aventura)

Contact Department:

Contact Telephone:
516-764-1120

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92-Benefits-Eligible Employees & Retirees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No

Scope of Work (be as detailed as possible)

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise.

REFERENCE #2

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:
Alan K. Short (See attached Letter of Reference)

Contact Title:
Director of Finance (now Retiree)

Contact Department:

Contact Telephone:
954-461-8016

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92 benefits-eligible employees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No ☐

Scope of Work (be as detailed as possible)

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise.

REFERENCE #3

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:
Vicky Motola

Contact Title:
Human Resources Manager (now Retiree)

Contact Department:

Contact Telephone:
305-496-8622

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92 benefits-eligible employees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No ☐

Scope of Work (be as detailed as possible)

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise



City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

Office of the City Manager

May 20, 2020

Re: Ms. Leslie Carlet

To Whom it May Concern:

I am very happy to write a reference for Ms. Leslie Carlet, President of American Benefit Partners of Boca Raton. I have had the pleasure of working with Ms. Carlet for over twelve years in the Town of Bay Harbor Islands, Florida where I served as the Town Manager. Leslie was our health insurance consultant / broker and was instrumental assisting us to find the best insurance coverage for our employees. Her strengths are the commitment and total "all in" attitude when working with our Human Resources Director during the annual insurance reviews and ultimately the transition to a new carrier, when that was necessary. Often those are and can be stressful times for employees, however Ms. Carlet made those difficult times so much better and easier for everyone. Ms. Carlet was always available, at any time, to handle inquiries from me when information was required to deal with a difficult situation and also to advise our staff when making health related decisions for employees.

I would like to end with that Leslie is a truly dedicated professional and I can say you will not be disappointed if you choose to make her part of your team. If you require more information, please feel free to contact me at my office and/or personal cell phone # 516-764-1120. Thank You.

Sincerely,

Ronald J. Wasson
City Manager

RJW/act

CMO3052-20

June 15, 2021

RE: Reference for American Benefit Partners, Inc.

To Whom It May Concern,

My career in South Florida local government finance and administration spanned more than thirty years. I was the Director of Finance for the Town of Bay Harbor Islands for nearly twenty-three of those years. I worked with Ms. Carlet and American Benefit Partners for more than fourteen years. None of the many consultants with whom I dealt was more professional than Leslie Carlet. She further distinguished herself by the outstanding level of client service she always provided. I always knew that the Town of Bay Harbor Islands and its needs were important to Leslie – I never felt that we were just a small town to her. She always worked hard to provide the Town with health insurance options which provided for the needs of the Town's employees AND met the Town's budget constraints. Ms. Carlet assisted us with legal compliance, including navigating through the requirements of the Affordable Care Act, administering COBRA and Retiree benefits, as well as providing notices to employees for various laws and filing necessary governmental reports. Further, she provided this outstanding level of client service with a lean and efficient operation which was reflected in the extremely competitive level of fees for her services.

I offer my unqualified and enthusiastic recommendation of Leslie Carlet and American Benefit Partners to anyone in need of health insurance brokerage and consulting services.

Alan K. Short
Port Charlotte, Florida
Telephone: 954.461.8016



June 1, 2021

Palm Beach School for Autism
8480 Lantana Road
Lake Worth, FL 33467

To Whom it May Concern:

American Benefit Partners, operated by Leslie Carlet, has been our full-service employee benefits consultant since 2003. In 2003 we had 8 employees and have since grown to 163 employees.

Throughout our growth, Leslie has been by our side, providing personalized on-time service, helping us navigate the ever-changing landscape of Employee Benefits. She is thorough, knowledgeable, and understands how to handle the insurance companies to get the best outcomes for our school. Time and again, she has used her skills to negotiate our insurance rates to the lowest possible number, while maintaining high end, quality plans.

Leslie has provided me, and all our employees with her cell phone number. This means employees regularly go directly to her to resolve their insurance claims and questions, and speak with her at their convenience, usually after hours and on weekends.

I highly recommend American Benefit Partners as an Employee Benefits Broker/Consultant.

Please feel free to call me at 561-512-3960.

Thank you,

A handwritten signature in black ink, reading "Louisa M. Legato". The signature is written in a cursive style with a long, sweeping underline.

Louisa M. Legato
Director of Business Manager



Lillian R Cohen
Rogers Benefit Group
600 Sandtree Drive, S#208
Palm Beach Gardens, FL. 33403

May 20, 2021

To Whom it May Concern

Re: Leslie M. Carlet
Letter of Reference

To Whom it May Concern:

Rogers Benefit Group is a General Agency that has been around for over 70 years. Our specialty is working with quality insurance brokers to assist them with marketing and servicing employer groups. I have known and worked with Leslie Carlet for over 22 years, and we have worked together on many Employer groups of all sizes. Leslie is very knowledgeable of the ever-changing landscape that is our business. She stays on top of legislation and provides guidance to her clients in order to keep them compliant. She has very strong relationships with the insurance carriers we work with. Leslie is an intelligent and motivated individual. She is capable of managing groups of any size and has sustained strong relationships with her clients over the past 18 years.

Please call me for additional information at 561-371-1993.

Sincerely,

Lillian R Cohen

Lillian R Cohen
Sales Representative
Rogers Benefit Group

State of Florida

Department of State

I certify from the records of this office that AMERICAN BENEFIT PARTNERS, INC. is a corporation organized under the laws of the State of Florida, filed on March 22, 2002, effective March 21, 2002.

The document number of this corporation is P02000034059.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on June 30, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of June, 2017*



Ken DeFoner
Secretary of State

Tracking Number: CC2045193973

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



REPRESENTING
CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

LETTER OF CERTIFICATION

01/26/2016

AMERICAN BENEFIT PARTNERS, INC.
10682 PEBBLE COVE LANE
BOCA RATON FL 33498

Re: AMERICAN BENEFIT PARTNERS, INC.
License Number: L059783

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L059783)
Issued: 04/07/2009
Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER

NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE



State of Florida

Department of State

I certify from the records of this office that AMERICAN BENEFIT PARTNERS, INC. is a corporation organized under the laws of the State of Florida, filed on March 22, 2002, effective March 21, 2002.

The document number of this corporation is P02000034059.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 1, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of February, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 7913912708CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LESLIE MARIE CARLET

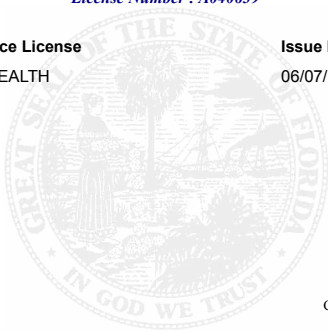
License Number : A040639

Resident Insurance License

•0218 - LIFE & HEALTH

Issue Date

06/07/1995



A handwritten signature in black ink, appearing to read "Jeff Atwater".

Jeff Atwater
Chief Financial Officer
State of Florida

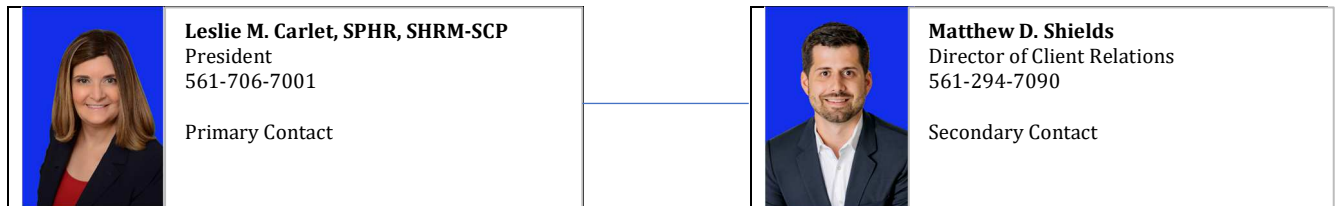
Please Note

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>

Personnel Qualifications

- a. Form 5 – Key Personnel and Staff (Follows next)
- b. Organizational Chart

Organizational Chart



- c. (and “d.”) Staff Resume/Bio (follow next) and 3 Professional References

- Leslie M. Carlet Professional References (resumes not available for all references but welcome your call)
 - Ron Wasson, Past Client, 516-764-1120
 - Annie Kelly, C-Biz Account Executive (Colleague), 561-306-3106
 - Louisa Legato, Client, 561-512-3960
 - James T. Oyler (“JR”), HUB International, Strategic Account Executive, 561-962-5764
- Matthew D. Shields Professional References (resumes not available for all references but welcome your call)
 - Lillian Cohen, Insurance Agent, 561-371-1993
 - Joy Wilson, Client, 561-688-6560
 - Gloria Ortega Rex, Client, 561-655-7227
 - Nory Diaz, Client 561-965-4166

- e. Both Leslie (Primary) and Matt (Secondary) will participate in servicing the Town of Bay Harbor Islands, with most support from Leslie. Both have a full range of knowledge and expertise to handle any aspect of the Scope of Service set out in the contract. Both staff member’s cell phones will be available to the Town and its employees.

Bios/Resumes

Leslie M. Carlet, SPHR, SHRM-SCP

After a long and distinguished career with two large top ten employee benefit consulting firms, Ms. Carlet founded American Benefit Partners, Inc. in 2002. Her mission was to utilize her expertise in Employee Benefits Consulting and Management, to work with fewer, select clients who value personalized service and practical no nonsense consultation in their efforts to provide excellent employee benefits to their employees. Ms. Carlet has almost 3 decades of experience working with large national and regional companies and municipalities to bring economic and intangible value to their HR and Benefits Departments.

Prior to founding American Benefit Partners, Inc., Ms. Carlet served as Vice President of USI Florida's Custom Benefits Division. USI is one of the country's largest employee benefit consulting and insurance firms with over 3500 employees serving 80 major markets throughout the world. In this capacity, she was responsible for the development and retention of a \$60 million revenue stream consisting of over 300 clients and 16 staff. By developing systematic, proactive implementation and service models, Ms. Carlet was responsible for 55% top line and 30% bottom line growth in the division during her tenure. Client retention consistently exceeded corporate goals and Ms. Carlet was honored several times by her superiors for her dedication and commitment to her team.

Prior to joining USI, Ms. Carlet began her career serving in operations for the Haagen-Dazs Corporation (1988). Her responsibilities included all aspects of franchisee management including opening stores, hiring and training staff, managing ongoing compliance with franchisor requirements and locally marketing retail operations. In 1993, she became an Employee Benefits Specialist for a local South Florida Engineering firm with a complete range of employee benefits including self-funded medical. From this position she was recruited by Aon Consulting to work on Aon's large, South Florida client base.

In 1996, she was recruited by a national, public entity, Renex Corporation, as the Human Resources Manager. Renex operated Dialysis centers throughout

the country and was headquartered in Miami. From Renex, Ms. Carlet was recruited to USI's Boca Raton Office where she began as an Employee Benefits Specialist. At USI, she worked her way up through the ranks becoming the Vice President of the Custom Benefits Division.

Ms. Carlet has received her Senior Professional in Human Resources (SPHR) certification and her SHRM-SCP. She holds a Florida State Health and Life Insurance License. Ms. Carlet is currently a board member for Jeff Industries. She has served on the board of The Girl Scouts of Broward County, the YMCA of South Palm Beach County's Boca Raton location, and the Greater Miami Society for Human Resource Management (GMSHRM). Most recently she chaired the Togetherness Committee of the YMCA in Boca Raton. She is a Florida Supreme Court Certified County and Family Mediator. Ms. Carlet graduated with a BA in psychology from the University of Delaware.

Matthew D. Shields

After graduating from Florida Atlantic University with a degree in Finance, Mr. Shields began his career in the insurance industry in 2010 and has been focused on serving clients in Florida, and throughout the United States. He founded Shields Insurance after working with several national financial and insurance firms, including ING (now Voya), AXA Advisors and Guardian Life Insurance Company, to be able to provide quality, customizable insurance solutions to each client in the areas of employee benefits and estate planning. Matthew prefers a “hands on” approach when serving clients to achieve a greater level of excellence and service that is often found absent in the industry. He realized early on that to build a loyal clientele, he needed to maintain a consistent presence and to devote a high level of quality service to his clients. Many of his clients include top law firms, physician practices, non-profit organizations, and many small businesses throughout Florida.

After being introduced to American Benefit Partners, Inc. in early 2021, he saw an opportunity to bring his client relations skills to a larger, more diverse set of clients. He became the Director of Client Relations in April of 2021. His job is to ensure the continued satisfaction of clients and employees, and their families.

FORM 5

Proposer's Team & Key Personnel Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

[illegible]

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Leslie M. Carlet has solely handled the Town of Bay Harbor Islands, without issue, for the past 17 years, and has provided back-up through the General Agent through 2 brief medical absences.

Beginning in 2021, American Benefit Partners, Inc. has brought on another insurance professional, Matt Shields, and either Leslie or Matt can assist the Town with any level of work.

Please see note in red below.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services.

Name	Area of Responsibility	Commitment Hours to the Town of Bay Harbor Islands	Client	Period of Engagement
Leslie M. Carlet	Leslie is responsible for all aspects of operating a boutique firm	Depending on the time of year, averaging a few hours per month during the year, and 40 hours or more per month at renewal.	All 17 clients	Entirety of the contract
Matthew D. Shields	Matt is responsible for all service issues as well as assisting with renewal duties.	Matt's commitment will be to get the job done.	Matt also works on all clients.	Entirety of the contract

Please note: In Exhibit 1, the Professional Services Agreement mentions a commitment of 80 hours per month and daily visits. We can not meet this requirement and in our opinion it is not necessary for a group of less than 100 employees. We have a proven record of doing whatever is necessary to get the job done timely, efficiently and cost-effectively. We continue to want to meet one-on-one with Town Management and the employees, as needed.

We agree to be available onsite within 24 hours notice, 95% of the time. Over the years, American Benefit Partners, Inc. has not disappointed the Town. We will do what we need to get the job done. We agree to be available via phone or Zoom or email within 24 hours 100% of the time. Our goal is to respond initially to all inquiries within 2 hours.

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

By: Leslie M. Carlet
Signature of Authorized Officer

6/25/2021
Date

Leslie M. Carlet
Printed Name

SHRM SENIOR CERTIFIED PROFESSIONAL®



The Society for Human Resource Management (SHRM)
Hereby Certifies That

LESLIE M. CARLET

**ACHIEVED THE SHRM SENIOR CERTIFIED PROFESSIONAL
SHRM-SCP®**

By meeting the experience, education, and demonstrated HR Competency
and Knowledge requirement as established by SHRM.

Witness the signature of the duly authorized officer of SHRM:
Attest:

A handwritten signature in black ink, appearing to read "Johnny C. Taylor Jr.", written over a horizontal line.

Johnny C. Taylor Jr.
President and Chief Executive Officer



CERTIFIED SINCE: 06/2015
ID#: 047405

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LESLIE MARIE CARLET

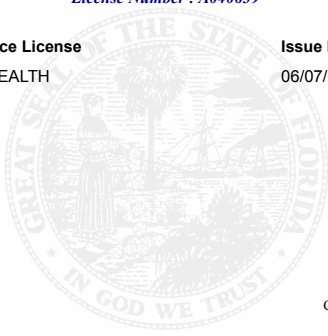
License Number : A040639

Resident Insurance License

•0218 - LIFE & HEALTH

Issue Date

06/07/1995



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Jeff Atwater
Chief Financial Officer
State of Florida

Please Note

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW SHIELDS

License Number : W024741

Resident Insurance License

● 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

11/19/2010

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida

Project Implementation Strategy

Upon the signing of the proposed contract with the Town of Bay Harbor Islands, American Benefit Partners, Inc. will continue to employ the same strategy it has utilized with the Town of Bay Harbor Islands (“the Town”) for the past 17 years. This strategy has consistently brought the best value in benefits, service and provider networks, at the lowest possible costs.

MOST URGENT NEXT STEP – UPCOMING OCTOBER 1, 2021 RENEWAL

The following will be compressed into the time allotted by the RFQ, but typically,

In May of each year, we request the earliest possible renewal from each insurance carrier, currently UnitedHealthcare, Solstice Benefits and The Standard. The earlier we receive the renewals, the more time we have to negotiate pricing and benefits, hold enrollment meetings, and obtain member ID Cards prior to the beginning of the plan year.

At the same time we make the request for “early” renewals, we prepare and share a detailed timeline for management showing each step in the renewal process (example timeline to follow next).

Next, with the Town’s participation, we prepare an accurate and detailed employee and dependent census, along with a Request For Proposal (RFP).

Due to the Town’s size, between 50 and 99 benefits-eligible employees, no medical claims data, or very limited claims data, is available on a fully-insured contract. Therefore, when quoting a group of this size, insurance companies require 2 items to estimate claims, 1) the actual renewal received from the current insurance carrier, and 2) the completion of a Medical Questionnaire specific to their insurance company. Therefore, the RFP cannot be sent to market until the current carriers release their renewals.

Once we receive the renewals from the current insurance companies, based on conversations with the Town at the pre-renewal meeting, we send our RFP out to the market to look at all the possible benefit options for the Town of Bay Harbor Islands. These include the following:

Medical Plan Carriers/Administrators

- Aetna
- AvMed
- Florida Blue
- Florida League of Cities
- Captive options, e.g., Roundstone, etc.
- Cigna
- Humana
- UnitedHealthcare & Neighborhood Health Partnership (NHP)

Ancillary Insurance Carriers

- MetLife
- The Standard
- Lincoln Financial
- Guardian
- SunLife
- UNUM
- Solstice Benefits
- Mutual of Omaha
- The Principal

Funding Options/Platforms

- Fully-insured
- Level-Funded (Fully- and Self-insured hybrid for smaller companies)
- Self-insured
- Captives

Plan Options

- Medical Plans, including
 - PPO
 - POS
 - HMO
 - EPO
 - HSA-compatible

- HRA-compatible
- Dental Plans, including
 - Indemnity
 - PPO
 - DHMO/DMO
- Life Insurance and Accidental Death & Dismemberment (AD&D)
 - Flat amount
 - Multiples of Salary
 - Class-Based
- Short-Term and Long-Term Disability
 - Various elimination periods
 - Various percentages of salary, e.g., 60%, 65%, 70%
- Vision Plans
 - Indemnity
 - PPO
- Tax-Advantaged plans
 - Health Savings Accounts (HSA)
 - Employer-Funded, and/or
 - Employee-Funded
 - Health Reimbursement Arrangement (HRA)
 - Employer-Funded
 - Flexible Spending Accounts (FSA)
 - Dependent Care Spending Account
 - General-purpose Medical Spending Account
 - Limited-use Medical Spending Account
 - Commuting and parking account

Voluntary Benefits

- Voluntary Life and AD&D
 - Employees
 - Spouses
 - Children
- Worksite Marketing Plans including AFLAC, Colonial, etc., benefits
 - Accident
 - Cancer
 - Critical Illness
 - Hospital indemnity
- GAP policy paired with the medical plan

- Legal Benefits
- Pet Insurance

Once we receive the proposals from the insurance carriers and administrators, we evaluate each on price, benefits, network, and reputation and our experience with the market, to determine which options are competitive and meet the needs of the Town and its employees.

We also take aggressive steps to reduce the current carriers' renewal rates through skilled negotiations.

Once we have the lowest possible renewal rates and the results of exploring the market, we meet with Town Management to determine with which plans they wish to further negotiate.

Once a decision is made by the Town, we begin the process of educating the employees.

EMPLOYEE COMMUNICATION

Employee education is most critical at renewal but is important throughout the year. At renewal, we employ several methods of communication to educate the employees about their plans. These may include, but are not limited to:

- Holding onsite meetings between 6:30 am and 7:00 pm to allow for all shifts,
- Zoom meetings,
- Online enrollment system, available to employees 24/7/365, to replace paper,
- Customized 2-sided enrollment forms that include benefit details,
- Announcement, Reminder and Open Enrollment flyers,
- Employee-directed emails,
- Detailed Open Enrollment Guides (example Guide to follow next),
- Ability for employees and their families to call American Benefit Partners, inc. after hours, and on weekends, for help with Open Enrollment, or any time of year,

- Recorded video to be played at onsite or Zoom meetings for open enrollment and left behind to be used with new hires throughout the year.

IMPLEMENTATION

Once the employees are enrolled, and all insurance carrier paperwork completed, we can begin to prepare our enrollment spreadsheet to be sent to each carrier. Once submitted, we stay on top of the insurance companies to get everyone enrolled as quickly and efficiently as possible, to ensure ID Cards are available on October 1.

After renewal, we assist employees with questions, obtaining ID Cards, and accessing online resources. We help audit the first invoices that arrive after the new plan year to ensure correct enrollment and pricing.

The Town of Bay Harbor Islands - Renewal Calendar 2021

October 1 Renewal													3rd Quarter													4th Quarter				
		May					June					July				August				September				X	October					
Task Name		1	10	17	24	31	1	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	1	4	11	18	25	
Request Payroll records and invoices from the Town of Bay Harbor Islands	X																													
Request Renewals from carriers (anticipated to arrive by ??)				X																										
Request alternate plan designs from current vendors				X																										
Request claims reports, large claims & loss ratio from carriers when available				X																										
Create updated census and medical questionnaires for the Town of Bay Harbor Islands					X																									
Obtain Medical Questionnaire signatures from the Town of Bay Harbor Islands								X																						
Review Renewal Strategy and Benefits with the Town of Bay Harbor Islands								X																						
Prepare RFP for carriers											X																			
Receive renewals from carriers														X																
Send RFP to market (contingent on receipt of renewal)														X																
Receive quotes from carriers															X	X														
Review & analyze plan design options & rates															X	X														
Evaluate provider networks															X	X														
Estimate costs and benefit impacts															X	X														
Meet to review and evaluate plan renewals																		X												
Calculate contributions and budget																			X											
Final benefits plan design and strategy decisions																				X										
Develop EE Communications (Recorded Video, Open Enrollment Guide, Flyers, EE Navigator)																				X	X									
Obtain SBCs																				X	X									
Hold Open Enrollment Meetings																					X	X								
Complete all new vendor/renewal paperwork																					X	X								
Prep and scrub data																						X								
All Forms, Enrollment Census's and Master Paperwork Due to Carrier																						X								
Update COBRA & Retiree TPA with new plans and rates																							X							
Prepare contribution spreadsheet for payroll																								X						
Ensure all systems are active and ID Cards received																									X					
Plan Year Begins																									X					

Note: All Milestones are indicated in Red.

Task Completed	
Milestones	
Tasks	
Employee Communications	
Event/ Meeting	



Employee Benefits Guide

Plan Year 10/01/2019 through 9/30/2020



The Town of Bay Harbor Islands offers you and your eligible family members a comprehensive and valuable benefits program. We encourage you to take the time to educate yourself about your options and choose the best coverage for you and your family.

Benefit plans begin October of each year and end on the last day of September. However, the plan deductibles and out-of-pocket maximums run on the following schedule:

Benefit Plan	Plan Year Starts	Plan Year Ends	Insured By
Medical Plan	January 1	December 31	Florida Blue
Dental Plans	January 1	December 31	MetLife
Vision Plan	January 1	December 31	MetLife

***IMPORTANT NOTE REGARDING YOUR ENROLLMENT AND USAGE OF THIS GUIDE:**

The Town of Bay Harbor Islands and its Business Associates respect your privacy! Your personal data and information collected during Open Enrollment will be kept private per the rules and regulations of HIPAA and HITECH.

The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by your employer and the insurance carriers. The text contained in this Guide was taken from various SBCs, and Plan Summaries, provided to us by the insurance company. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of a discrepancy between the Guide and the actual plan documents/insurance contract, the insurance carrier plan documents/contract will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact Human Resources.

Please be aware that by enrolling in the medical, dental and/or vision benefit plans, you are agreeing to pay premiums on a pre-tax basis. This means the premium that you pay for benefits will be deducted from your paycheck BEFORE taxes are taken from your pay, possibly reducing your tax liability. This could also reduce other benefits like Social Security that are calculated using an employee's income. To opt out of the Premium Only "Pre-Tax" Plan, please contact Human Resources.

If you do not enroll yourself and/or your eligible dependents when you/they are first eligible, you may not be able to enroll, or you may have to wait until open enrollment. Late enrollees may experience the inability to obtain coverage, pre-existing condition limitations and/or waiting periods.



Who is Eligible?

Full-time employees of The Town of Bay Harbor Islands (working 30 or more hours per week) are eligible to enroll in the benefits described in this guide. In addition, your legal spouse, and/or child under age 26, are eligible for coverage. "Child" refers to a natural child, a stepchild, a legally adopted child, a child placed for foster care, and a child for whom you or your spouse are the legal guardian.



When to Enroll

You may enroll in benefits on the 1st day of the month after your date of hire, annually during Open Enrollment (August/September), or within 30 days of a life-status change. If you do not enroll yourself or your eligible dependents, when you/they are first eligible, you may not be able to enroll or may have to wait until open enrollment. Late enrollees may experience the inability to obtain coverage, pre-existing condition limitations and/or waiting periods.



How to Enroll

When you are first eligible, Human Resources will provide you with materials that explain your benefits. You will be asked to complete a paper enrollment form and either enroll or waive coverage. If you have any trouble understanding enrollment materials, or deadlines, you can get assistance from Human Resources.



Making Changes to Enrollment

Unless you have a qualified life status change, and you notify Human Resources within 30 days, you cannot make changes to the benefits you elect until the next open enrollment period. Qualified life status changes include, for example, marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of a qualified dependent, commencement or termination of adoption proceedings, change in employment status or loss of other coverage.

MEDICAL PLAN*

PLAN NAME ►

Florida Blue

BlueCare HMO 56

Network: "BlueCare"

No out-of-network benefits

OVERVIEW

Referral Required?
Calendar Year (CY) Deductible
Individual or Family Deductible
Coinsurance
CY Out of Pocket Maximum

IN-NETWORK ONLY

No, but need to pick a PCP
No deductible
Individual
10%
\$2,500 indiv. / \$7,500 family

PHYSICIAN SERVICES

Primary Care Physician
Specialist Physician
Urgent Care Center
Preventative Care Services

MEMBER PAYS

\$15
\$35
\$35
\$0

HOSPITAL SERVICES

Inpatient Admission
Outpatient (OP) Surgery
OP Complex Imaging
Emergency Room Visits

MEMBER PAYS

\$200/day X 5
\$150
\$150
\$100

NON-HOSPITAL SERVICES

Outpatient (OP) Surgery
OP Complex Imaging
Lab Work
X-Ray (Chest, etc.)

MEMBER PAYS

\$100
\$80
\$0
\$35

PRESCRIPTIONS

Tier 1/Tier 2/Tier3
Mail Order (# Days)

MEMBER PAYS

\$10/\$50/\$80
2.5 X copay for 90-day supply

TIERS

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Per Paycheck Deductions

\$00.00
\$158.57
\$96.52
\$243.60

Please note: Physician & Surgeon fees may apply in addition to services listed above.

MEDICAL PLAN*

PLAN NAME ►

Florida Blue BlueOptions PPO-Style Plan 03769

Network: "BlueOptions"
Out-of-network benefits available

OVERVIEW

Referral Required?
Calendar Year Deductible
Single or Family Deductible
Coinsurance
CY Out of Pocket Maximum

IN-NETWORK

No
\$500 individual / \$1,500 family
Individual
20%
\$3,000 indiv. / \$6,000 family

PHYSICIAN SERVICES

Primary Care Physician
Specialist Physician
Urgent Care Center
Preventative Care Services

MEMBER PAYS

\$25
\$60
\$65
0%

HOSPITAL SERVICES

Inpatient Admission
Outpatient (OP) Surgery
OP Complex Imaging
Emergency Room Visits

MEMBER PAYS

20% after deductible
20% after deductible
20% after deductible
\$300

NON-HOSPITAL SERVICES

Outpatient (OP) Surgery
OP Complex Imaging
Lab Work
X-Ray (Chest, etc.)

MEMBER PAYS

20% after deductible
20% after deductible
\$0
\$50

PRESCRIPTIONS

Tier 1/Tier 2/Tier3
Mail Order (# Days)

MEMBER PAYS

\$10/\$50/\$80
2.5 X copay for 90-day supply

TIERS

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Per Paycheck Deductions

\$34.60
\$240.92
\$160.19
\$351.55

Please note: Physician & Surgeon fees may apply in addition to services listed above.

DENTAL PLANS*

PLAN NAME ►

MetLife

Met245 “Direct Referral Dental Plan” DMO-Style

Network: Dental HMO/Managed Care

No out-of-network benefits available; must see chosen Dentist

OVERVIEW

Office Visit Copay
Calendar Year Deductible
Calendar Year Maximum

IN-NETWORK ONLY

\$5

No deductibles, no maximum annual benefits – must stay in the DMO network

BENEFITS

Fee based on dental code

IN-NETWORK ONLY

See Met245 Plan Fee Schedule
for amount you will pay per service

ENROLLMENT

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Per Paycheck Deductions

\$0.00
\$1.96
\$2.87
\$5.10

PLAN NAME ►

MetLife

“Preferred Dentist Program” PPO-Style Plan

Network: PDP Plus

OVERVIEW

Deductible
Calendar Year Max Benefit
Preventive
Basic
Major
Orthodontia
Claim Payment Basis

IN-NETWORK

OUT-OF-NETWORK

\$50 individual / \$150 family (waived for Preventive)

\$2,500
100%
100%
60%

\$2,000
100%
80%
50%

Out-of-Network charges based on in-network allowed fees

TIERS

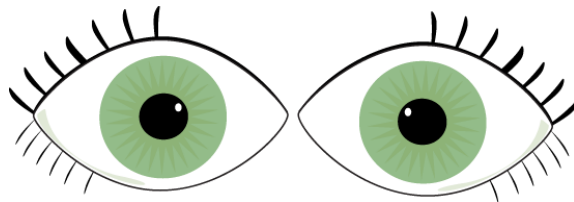
Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Per Paycheck Deductions

\$13.92
\$33.44
\$31.58
\$54.88

VISION PLAN¹

PLAN NAME ►	<u>MetLife</u> M100 20-20	
Vision Network	VSP Choice Network	
OVERVIEW	IN-NETWORK	OUT-OF-NETWORK
Exam Cost	\$20	You pay amount over \$45
Exam Frequency	Every 12 months	Every 12 months
BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Prescription Glasses	\$20	You pay amt. over \$30
Single Vision Lenses	\$20	You pay amt. over \$50
Lined Bifocal Lenses	\$20	You pay amt. over \$65
Lined Trifocal Lenses	\$20	You pay amt. over \$100
Lenticular Lenses	\$20	
Lenses Frequency	One pair every 12 months	One pair every 12 months
	Contacts are in lieu of frames and lenses	
Contact Exam	\$60	
Contact Materials	You pay 100% of amt. over \$100	You pay amt. over \$105
	Contacts are INSTEAD of Frames & Lenses	
Frames Cost	You pay 80% of the amount over \$100, after \$20 eyewear copay	You pay amt. over \$80
Frames Frequency	Every 24 months	Every 24 months
TIERS	Per Paycheck Deductions	
Employee Only	\$3.23	
Employee + Spouse	\$6.47	
Employee + Child(ren)	\$5.48	
Family	\$9.03	



DISABILITY PLANS*

PLAN NAME ►	Long-Term Disability (LTD)	Short-Term Disability (STD)
Benefits Begin	On the 91st day of total disability	On the 15 th day of total disability
Percentage of Income Replaced	66 2/3% of pre-disability earnings	60% of pre-disability earnings
Maximum Benefit	Up to \$6,000 per month	Up to \$1,250 per week
Maximum Benefit Period	While totally disabled, up to Social Security Retirement Age	Up to 76 days
Pre-existing Condition Limitation	3/12 months	None

BASIC LIFE AND AD&D INSURANCE*

The Town of Bay Harbor Islands provides full-time employees with a group life benefit, and an accidental death and dismemberment (AD&D) benefit, of “One Times Base Salary” to a maximum benefit of \$200,000. The Town pays the full premium. Update your beneficiary every year, or as needed.

ADDITIONAL BENEFIT OFFERINGS*

As a The Town of Bay Harbor Islands employee, you are also eligible to enroll or participate in various voluntary programs through AFLAC. In addition, you have retirement plan options. Contact Human Resources if you are interested in these benefits.

*IMPORTANT NOTE REGARDING YOUR ENROLLMENT AND USAGE OF THIS GUIDE:

The Town of Bay Harbor Islands and its Business Associates respect your privacy! Your personal data and information collected during Open Enrollment will be kept private per the rules and regulations of HIPAA and HITECH.

The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by your employer and the insurance carriers. The text contained in this Guide was taken from various SBCs, and Plan Summaries, provided to us by the insurance company. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of a discrepancy between the Guide and the actual plan documents/insurance contract, the insurance carrier plan documents/contract will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact Human Resources.

Please be aware that by enrolling in the medical, dental and/or vision benefit plans, you are agreeing to pay premiums on a pre-tax basis. This means the premium that you pay for benefits will be deducted from your paycheck BEFORE taxes are taken from your pay, possibly reducing your tax liability. This could also reduce other benefits like Social Security that are calculated using an employee's income. To opt out of the Premium Only "Pre-Tax" Plan, please contact Human Resources.

If you do not enroll yourself and/or your eligible dependents when you/they are first eligible, you may not be able to enroll, or you may have to wait until open enrollment. Late enrollees may experience the inability to obtain coverage, pre-existing condition limitations and/or waiting periods.



IMPORTANT INFORMATION YOU MAY NEED

Benefit Type	Insurance Carrier	Contact	Contact Number
Medical	Florida Blue	Member Services	877-352-2583
Dental PPO	MetLife	Member Services	800-275-4638
Dental DHMO	MetLife	Member Services	800-880-1800
Life and AD&D	The Standard	Member Services	800-638-8600
Disability	The Standard	Member Services	800-368-2859/1135

Benefit Type	Insurance Carrier	Name of Network	Website
Medical PPO-Style	Florida Blue	BlueOptions	www.floridablue.com
Medical HMO	Florida Blue	BlueCare	www.floridablue.com
Dental PPO	MetLife	PDP Plus	www.metlife.com
Dental DHMO	MetLife	Dental HMO/Managed Care	www.metlife.com

IMPORTANT LEGAL INFORMATION



Name of Law	What it means to you...
1. Healthcare Reform Exchange Notice	The Town of Bay Harbor Islands offers employees a minimum value, affordable health plan. This means that in most cases, you are not eligible for a tax credit through the Marketplace (also known as the "Healthcare Exchange") and you may want to enroll in The Town of Bay Harbor Island's plan. See further information in the Exchange Notice at the end of this document.
2. Michelle's Law	Michelle's Law allows seriously ill or injured college students, who are covered dependents under group health plans, to continue coverage for up to one year while on medically necessary leaves of absence. The leave must be medically necessary as certified by a physician, and the change in enrollment must commence while the dependent is suffering from a serious illness or injury and must cause the dependent to lose student status.
3. Newborns' and Mothers' Health Protection Act	Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).
4. Women's Health and Cancer Rights Act	<i>If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:</i> • All stages of reconstruction of the breast on which the mastectomy was performed; • Surgery and reconstruction of the other breast to produce a symmetrical appearance; • Prostheses; and

	• Treatment of physical complications of the mastectomy, including lymphedema. These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the following deductibles and coinsurance apply. The plan will require a \$500 deductible and then 0% coinsurance per Calendar Year. If you would like more information on WHCRA benefits, call Vicky Motola in Human Resources at 305-866-6241.
5. Children's Health Insurance Program Reauthorization Act (CHIPRA)	Employees and dependents who are eligible for health care coverage under an employer-sponsored health plan, but are not enrolled, must be permitted to enroll in the plan if they lose eligibility for Medicaid or CHIP (Children's Health Insurance Program) coverage or become eligible for a premium assistance subsidy under Medicaid or CHIP. Individuals must request coverage under the plan within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy. CHIPRA (Children's Health Insurance Reauthorization Act of 2009) allows states to offer eligible low-income children and their families a premium assistance subsidy to help pay for employer-sponsored coverage. To learn more about Florida's program, and to see the eligibility rules, go to: http://flmedicaidtprecovery.com/hipp/, or call 1-877-357-3268. If you have questions regarding CHIPRA, please do not hesitate to contact Human Resources.

Please note:

Please be aware that by enrolling in the medical and/or dental benefits plans, you are agreeing to pay premiums on a pre-tax basis. This means the premium that you pay for benefits will be deducted from your paycheck BEFORE taxes are taken from your pay, possibly reducing your tax liability. This could also reduce other benefits like Social Security that are calculated using an employee's income. To opt out of the Premium Only Plan, please contact Human Resources.

If you do not enroll yourself and/or your eligible dependents when you/they are first eligible, you may not be able to enroll, or you may have to wait until open enrollment. Late enrollees may experience the inability to obtain coverage, pre-existing condition limitations and/or waiting periods.

MEDICARE PART D CREDITABLE COVERAGE NOTICE

Important Notice from The Town of Bay Harbor Islands About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with The Town of Bay Harbor Islands and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The Town of Bay Harbor Islands has determined that the prescription drug coverage offered by the Florida Blue Medical Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current The Town of Bay Harbor Islands coverage will not be affected.

If you do decide to join a Medicare drug plan and drop your current The Town of Bay Harbor Islands coverage, be aware that you and your dependents will not be able to get this coverage back until Open Enrollment, unless you have a life status change.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with The Town of Bay Harbor Islands and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice or Your Current Prescription Drug Coverage...

Contact the person listed below for further information: NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through The Town of Bay Harbor Islands changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: **10/1/2019**

Name of Entity/Sender: **The Town of Bay Harbor Islands**

Contact--Position/Office: **Jenice Rosado, Human Resources**

Address: **9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154**

Phone Number: **305-866-6241**

CMS Form 10182-CC

Updated April 1, 2011

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0990. The time required to complete this information collection is estimated to average 8 hours per response initially, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

Special Consideration

****How we saved the Town of Bay Harbor Islands \$431,000 over 3 years****

American Benefit Partners, Inc. has a proven and unparalleled 17-year track record with the Town of Bay Harbor Islands for handling service issues quickly and efficiently, dealing directly with employees and their families, and saving the Town hundreds of thousands of dollars. The following details the last 3 annual benefit renewals and our negotiation skills and expertise.

AMERICAN BENEFIT PARTNERS, INC. SUCCESS STORIES

Success Story #1

2018 Medical Plan Renewal

The original medical renewal came in from Florida Blue with one plan increasing 18.9% and the other 15.2%. Florida Blue reported 11 high claims totaling a billed amount of more than \$449,000. We negotiated the rate increase down to +4.8%, with no change in benefits, saving the Town \$88,299.

Success Story #2

2019 Medical Plan Renewal

Florida Blue's medical renewal for the Town effective October 1, 2019, included 12 ongoing high claims with a total billing of \$2,344,990.

This led Florida Blue to increase the premium by 22% on the 1st plan, and 18% on the 2nd plan. This increase was equivalent to \$163,137 annually. We negotiated this increase down to 9.6% and 6.6%, saving the Town \$103,713 over the original renewal.

In addition, American Benefit Partners, Inc. acquired and negotiated another proposal from UnitedHealthcare/NHP, and although the Town

did not move forward with the proposal, the lower rates could have saved the Town \$146,320 over the 2018 rates for a total savings of \$309,457 savings from the original Florida Blue renewal, and \$205,744 over the final renewal.

Success Story #3

2020 Medical Plan Renewal

Due to 13 high claims for a total billing of \$1,610,450, Florida Blue again attempted to pass on a high increase, of 22%, for the October 1, 2020 medical plan renewal. By thoroughly canvassing the benefits market, we used competitive bids to reduce the increase down to 0%, for a potential savings of \$190,441.

Because Florida Blue lost Memorial Health Services, as part of their provider network in August of 2020, the Town felt they had to move to UnitedHealthcare/NHP to maintain a robust network. The Proposal from UnitedHealthcare/NHP saved the Town another \$48,787 over the final Florida Blue renewal.

Once again, American Benefit Partners, Inc., through thorough and diligent marketing efforts and skilled negotiations, was able to save the Town \$239,226.

Insurance

American Benefit Partners, Inc. has currently, or agrees to secure, all insurances at the stated levels as described in the RFQ No. 216 on page 14 and 15, including:

1. Commercial General Liability in the amount of \$1,000,000, with the General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit of \$2,000,000 each.
2. Employer's Liability with minimum limits of \$1,000,000. American Benefit Partners, Inc. is waived from the Workers' Compensation requirement due to the size of our company.
3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage.
4. Professional Liability Insurance of at least \$1,000,000 per occurrence.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 6/23/2021

EXPIRATION DATE: 6/23/2023

PERSON: LESLIE M CARLET

EMAIL: LESLIE@ABPBENEFITS.COM

FEIN: 010653979

BUSINESS NAME AND ADDRESS:

AMERICAN BENEFIT PARTNERS, INC.

10682 PEBBLE COVE LANE

BOCA RATON, FL 33498

SCOPE OF BUSINESS OR TRADE:

Insurance Companies-
Including Clerical &
Salespersons

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO ✓

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

YES _____ NO ✓

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

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:	<u>American Benefit Partners, Inc.</u>
Authorized Signature:	<u>Leslie M. Carlet</u>
Print or Type Name:	<u>Leslie M. Carlet</u>
Title:	<u>President</u>
Date:	<u>June 25, 2021</u>

No litigation or regulatory action has been filed against American Benefit Partners, Inc. in the last three (3) years.

Form 1
RESPONSE CHECKLIST

- ☒ Form 1: Response Checklist
- ☒ Form 2: Proposal Information Form
- ☒ Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- ☒ Form 4: Company Qualifications' Questionnaire
- ☒ Form 5: Key Personnel
- ☒ Form 6: Client References
- ☒ Form 7: Dispute Disclosure
- ☒ Form 8: Acknowledgment of Addenda
- ☒ Form 9: Single Execution Affidavit

Leslie M. Carr

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

American Benefit Partners, Inc.

FIRM NAME

10682 Pebble Cove Lane, Boca Raton, FL 33498

PRINCIPAL BUSINESS ADDRESS

561-706-7001

TELEPHONE

561-431-0760

FACSIMILE

leslie@abpbenefits.com

EMAIL ADDRESS

01-0653979

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

Leslie M. Carlet

NAME

President

TITLE

Leslie M. Carlet

AUTHORIZED SIGNATURE

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors Partners of _____
American Benefit Partners, Inc.

_____ a business existing under the laws of the State of Florida
_____, (the "Entity") held on June 1, 2021, the following
resolution was duly passed and adopted:

"RESOLVED, that, Leslie M. Carlet, as _____
President of the Entity, be and is hereby authorized to
execute this Proposal dated June 25, 2021, on
behalf of the Entity and submit this Proposal to the Town of Bay
Harbor Islands, and this Entity and the execution of this Certificate
of Authority, attested to by the Secretary of the Corporation, and
with the Entity's Seal affixed, will be the official act and deed of
this Entity."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the Entity this 25th day of June, 2021.

Secretary: Leslie M. Carlet
Print Name: Leslie M. Carlet

President: Leslie M. Carlet
Print Name: Leslie M. Carlet

(Seal)

FORM 4

Company Qualification Questionnaire

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

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

19.25

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

American Benefit Partners Agency License: L059783 4/7/2009
Leslie M. Carlet Insurance License: A040639 6/7/1995

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

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

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 01-0653979

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

i. Date Licensed by DBPR: NA

ii. License Number: NA

- c. Date registered to conduct business in the State of Florida: 3/21/2002

i. Date filed: 3/22/2002

ii. Document Number: P02000034059

- d. Primary Office Location: 10682 Pebble Cove Lane, Boca Raton, FL
33498

e. What is your primary business? Insurance Agency (Employee Benefits)
(This answer should be specific)

f. Name and Licenses of any prior companies N/A

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
<u>Leslie M. Carlet</u>	<u>President</u>	<u>100%</u>

b. Is any owner identified above an owner in another company? ☐ Yes ☒

No If yes, identify the name of the owner, other company names, and %
ownership

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Leslie M. Carlet	President	All
------------------	-----------	-----

4. Employee Information

a. Total No. of Employees: 2

b. Total No. of Managerial/Admin. Employees: 2

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

No written contracts

6. Insurance Information:

- a. Insurance Carrier name & address:

CNA, PO Box 8317, Chicago, IL 60680-8317

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

"Life Agent Intake Notice Administrator", SpecialtyProNewLoss@cna.com

\$0;

No claims;

c. Number of Insurance Claims paid out in last 5 years & value: No complaints ever filed

7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town

American Benefit Partners, Inc. has a 17 year history of providing the Town of Bay Harbor Islands and its employees with excellent, high-end employee benefits, in a cost-effective manner.

We have saved the Town of Bay Harbor Islands 100's of thousands of dollars over the years, and specifically \$431,000 over the past 3 years.

Our professional references are unparalleled and from some of the Town's most respected staff members.

Employees know us and we have developed good, long-term relationships with many.

Our company and staff have never had a complaint filed against them.

Our President is a Supreme Court Certified Mediator, a Certified Senior Professional in Human Resources, has worked at two of the largest broker firms in the country (USI, AON) and has a 14-year history of operational experience prior to going into Employee Benefits.

Our Director of Client Relations has worked at three of the largest Financial Services firms in the nation including ING (now Voya), AXA Advisors and Guardian Life Insurance Company.

We currently are paying for your COBRA and Retiree Administration, an online HR library (HR360) and are providing an online enrollment and onboarding system to begin at this next enrollment, all at no charge to the Town of Bay Harbor Islands.

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

By: Leslie M. Carlet
Signature of Authorized Officer

5/25/2021
Date

Leslie M. Carlet
Printed Name

FORM 5

Proposer's Team & Key Personnel Key Personnel and Staff Table

[illegible]

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Leslie M. Carlet has solely handled the Town of Bay Harbor Islands, without issue, for the past 17 years, and has provided back-up through the General Agent through 2 brief medical absences.

Beginning in 2021, American Benefit Partners, Inc. has brought on another insurance professional, Matt Shields, and either Leslie or Matt can assist the Town with any level of work.

Please see note in red below.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services.

Name	Area of Responsibility	Commitment Hours to the Town of Bay Harbor Islands	Client	Period of Engagement
Leslie M. Carlet	Leslie is responsible for all aspects of operating a boutique firm	Depending on the time of year, averaging a few hours per month during the year, and 40 hours or more per month at renewal.	All 17 clients	Entirety of the contract
Matthew D. Shields	Matt is responsible for all service issues as well as assisting with renewal duties.	Matt's commitment will be to get the job done.	Matt also works on all clients.	Entirety of the contract

Please note: In Exhibit 1, the Professional Services Agreement mentions a commitment of 80 hours per month and daily visits. We can not meet this requirement and in our opinion it is not necessary for a group of less than 100 employees. We have a proven record of doing whatever is necessary to get the job done timely, efficiently and cost-effectively. We continue to want to meet one-on-one with Town Management and the employees, as needed.

We agree to be available onsite within 24 hours notice, 95% of the time. Over the years, American Benefit Partners, Inc. has not disappointed the Town. We will do what we need to get the job done. We agree to be available via phone or Zoom or email within 24 hours 100% of the time. Our goal is to respond initially to all inquiries within 2 hours.

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

By: Leslie M. Carlet
Signature of Authorized Officer

6/25/2021
Date

Leslie M. Carlet
Printed Name

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:
Ron Wasson (See attached Letter of Reference)

Contact Title:
Town Manager (now City Manager at Aventura)

Contact Department:

Contact Telephone:
516-764-1120

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92-Benefits-Eligible Employees & Retirees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No

Scope of Work (be as detailed as possible)

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise.

REFERENCE #2

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:

Alan K. Short (See attached Letter of Reference)

Contact Title:

Director of Finance (now Retiree)

Contact Department:

Contact Telephone:

954-461-8016

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92 benefits-eligible employees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No ☐

Scope of Work (be as detailed as possible) _____

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise.

REFERENCE #3

Public Entity Name: Town of Bay Harbor Islands

Reference Contact Name:
Vicky Motola

Contact Title:
Human Resources Manager (now Retiree)

Contact Department:

Contact Telephone:
305-496-8622

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: 92 benefits-eligible employees

Contract Start Date: 2004 **Contract End Date:** Unknown

Is the Contract still Active? Yes ☒ No ☐

Scope of Work (be as detailed as possible)

Employee Benefits Consulting: Assistance with Eligibility Updates (Adds, Terms, Changes); auditing invoices, answering questions from Human Resources and employees, Preparing for the annual renewal including preparing renewal timeline, preparing RFP, requesting an early renewal, negotiating renewals, evaluating the market, evaluating & suggesting new and different plan designs, evaluating different funding options, helping with the creation of employee contributions and communication including customized enrollment forms, preparing enrollment video, holding employee meetings in-person and on Zoom, creating the Open Enrollment Guide, submitting clean, audited enrollment to insurance companies, getting ID Cards, assisting with compliance including providing a COBRA and Retiree administrator, providing an HR library, and any other employee benefits topics that may arise

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO ✓

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

YES _____ NO ✓

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

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:	<u>American Benefit Partners, Inc.</u>
Authorized Signature:	<u>Leslie M. Carlet</u>
Print or Type Name:	<u>Leslie M. Carlet</u>
Title:	<u>President</u>
Date:	<u>June 25, 2021</u>

No litigation or regulatory action has been filed against American Benefit Partners, Inc. in the last three (3) years.

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum 1

☐ Addendum 6

☐ Addendum 2

☐ Addendum 7

☐ Addendum 3

☐ Addendum 8

☐ Addendum 4

☐ Addendum 9

☐ Addendum 5

☐ Addendum 10

American Benefit Partners, Inc.

NAME OF ENTITY

Leslie M. Carlet

AUTHORIZED SIGNATURE

Leslie M. Carlet

PRINT NAME

June 25, 2021

DATE

FORM 9

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY
HARBOR ISLANDS AND ARE STATEMENTS MADE:**

By: Leslie M. Carlet

For (Name of Proposing or Bidding Entity): American Benefit Partners, Inc.

Whose business address is: 10682 Pebble Cove Lane, Boca Raton, FL 33498

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0653979

(if the entity does not have an FEIN, include the Social Security Number of the individual signing
this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

LC

Proposer Initials

Public Entity Crimes Affidavit

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

LC
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

LC

Proposer Initials

Business Entity Affidavit

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

LC

Proposer Initials

Anti-Collusion Affidavit

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



Proposer Initials

Scrutinized Company Certification

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



Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFQ #216** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.


Proposer Initials

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

In the presence of:

[Signature]

Witness #1 Print Name: Al Gomez

Annie Kelly

Witness #2 Print Name: Annie Kelly

Signed, sealed and delivered by:

Leslie M. Carlet

Print Name: Leslie M. Carlet

Title: President

ACKNOWLEDGMENT

State of ^{RL}~~Florida~~ Texas

County of Harris

On this 24 day of June, 2021, before me the undersigned, personally appeared Leslie M Carlet, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Rodney Lang

Notary Public, State of Texas

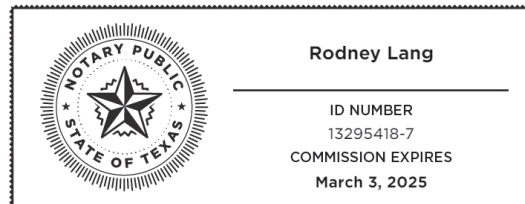
Notary Public (Print, Stamp, or Type as Commissioned)

 Personally known to me; or

✓ Produced identification (Type of Identification: Drivers License)

 Did take an oath; or

 Did not take an oath



Notarized online using audio-video communication

Exhibit A

Scope of Services

Scope of Services are those contained in the Proposal dated June 25, 2021, attached hereto and incorporated herein by reference.

Exhibit B

Rate Schedule and Compensation and Payment Terms

American Benefit Partners, Inc. is currently receiving the standard insurance company commissions, that are built into the monthly premiums paid by the Town, based on a percentage of premium, for groups of 2 to 100.

If we are chosen as your Employee Benefits Broker/Consultant, we will remove all commissions from the insurance premiums, as part of the upcoming October 1st renewals, and will charge a monthly fee of \$2,600 per month. Each year, on October 1, this fee will increase by 3%.

EXHIBIT -1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS
AND**



THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 25 day of June, 2021 (the "Effective Date"), by and between the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation, whose principal address is 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154 (hereinafter the "Town"), and Citrin Financial, a Florida Corporation, whose address is 3005 NE Quayside Lane Miami FL 33138 (hereinafter, the "Consultant").

WHEREAS, the Consultant will perform services on behalf of the Town, all as further set forth in the Proposal dated 6/25, 2021, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference.
- 1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.3 Consultant shall provide a minimum of eighty (80) hours of work a month, which shall include but not be limited to: daily presence at the Town, availability by telephone at all times; presence at staff and council meetings; and assistance to management and staff with planning requirements.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The Town shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the

same terms and conditions, and upon written notice to Consultant at least 30 days prior to expiration of the term.

- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate lump sum fee in the amount of \$ 3,333 per month or in accordance with the rate/fee schedule attached hereto as Exhibit "B."
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities.

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. Conflict of Interest.

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

8. Termination.

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- 9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Town is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Town will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or

by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:

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

With a copy to: Joseph Geller, Esq.
Town Attorney

For the Consultant: Carlos Gavia

14. Governing Law and Venue.

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

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits.

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Alba Chang
Mailing address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Telephone number: 305-866-6241
Email: achang@BayHarborIslands-fl.gov

17. Nonassignability.

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver.

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions.

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

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

24. Public Entity Crimes Affidavit.

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

Citrin Financial, a Florida
Corporation

By: 
Name: Carlos Gaviria
Title: Vice President
Date Executed: 6/25/21

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

TOWN OF BAY HARBOR ISLANDS, a
Florida municipal corporation

By: _____
Print Name: _____
Town Manager: _____
Date Executed: _____

Attest:

By: _____
Alba Chang
Town Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services are those contained in the Proposal dated 6/25, 2021, attached hereto and incorporated herein by reference.

EXHIBIT “B”

RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to this Agreement are as follows:
[INSERT RATE SCHEDULE]

Additional Compensation and Payment Terms:

[TBD]

Form 1
RESPONSE CHECKLIST

- ☐ **Form 1: Response Checklist**
- ☐ **Form 2: Proposal Information Form**
- ☐ **Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- ☐ **Form 4 Company Qualifications' Questionnaire**
- ☐ **Form 5 Key Personnel**
- ☐ **Form 6 Client References**
- ☐ **Form 7: Dispute Disclosure**
- ☐ **Form 8: Acknowledgment of Addenda**
- ☐ **Form 9: Single Execution Affidavit**

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Citrin Financial & Insurance, Inc
FIRM NAME

3005 NE Quayside Lane Miami, FL 33138
PRINCIPAL BUSINESS ADDRESS

(305)861-0999
TELEPHONE

(305)861-0032
FACSIMILE

Charles@citrinfinancial.com
EMAIL ADDRESS

65-0857342
FEDERAL I.D. NO.

4045274
MUNICIPAL BUSINESS TAX RECEIPT

OR SOCIAL SECURITY NUMBER

OR OCCUPATIONAL LICENSE NO.

Carlos N Gaviria
NAME

Vicepresident/secretary
TITLE


AUTHORIZED SIGNATURE

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
Citrin Financial & Insurance, Inc

_____ a business existing under the laws of the State of FL

_____, (the "Entity") held on June 24, 2021, the following
resolution was duly passed and adopted:

"RESOLVED, that, Carlos N Gaviria, as _____

Vicepresident/secretary of the Entity, be and is hereby authorized to

execute this Proposal dated June 24, 2021, on

behalf of the Entity and submit this Proposal to the Town of Bay

Harbor Islands, and this Entity and the execution of this Certificate

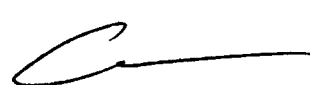
of Authority, attested to by the Secretary of the Corporation, and

with the Entity's Seal affixed, will be the official act and deed of

this Entity."

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

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

Secretary:  Vice-President: 
Print Name: Carlos Gaviria Print Name: Carlos Gaviria

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the
undersigned, personally appeared _____, whose name(s)
is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 4

Company Qualification Questionnaire

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

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

23 years

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

Life, health, variable annuities 2-15

04/1998

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

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

If other, please describe the type of company: _____

a. FEIN/EIN Number: 65-0857342

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

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: _____

i. Date filed: 07/21/1998

ii. Document Number: P98000063793

d. Primary Office Location: 3005 NE Quayside Lane Miami, FL 33138

e. What is your primary business? Insurance
(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
Charles A. Citrin	Owner/president	50%
Deborah Citrin	Owner	50%

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

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

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Charles A. Citrin	President	All
-------------------	-----------	-----

Carlos N Gaviria	Vicepresident/secretary	All
------------------	-------------------------	-----

Deborah Citrin	Account representative	All
----------------	------------------------	-----

Allison Atterberry	Account representative	All
--------------------	------------------------	-----

4. Employee Information

a. Total No. of Employees: 4

b. Total No. of Managerial/Admin. Employees: 2

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

City of Sweetwater	Mayor Orlando Lopez
--------------------	---------------------

North bay Village	Jenice Rosado
-------------------	---------------

City of Hialeah	Robert Lloyd-still
-----------------	--------------------

City of Miami Beach	Mark Taxis
---------------------	------------

South Florida Water Management	Chauncey Goss
--------------------------------	---------------

6. Insurance Information:

- a. Insurance Carrier name & address:

Zurich American Insurance Company	8430 enterprise cir ste# 200 Lakewood Ranch, FL 34202
-----------------------------------	--

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

1(800)593-7657 - N/A

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

- 7. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFQ, related to the Services to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.**

We provide the following services which are very unique to our organization:

National Affiliations: in addition to our own talented professionals and specialized value-added services. We have a wealth of resources available to us through several national affiliations.

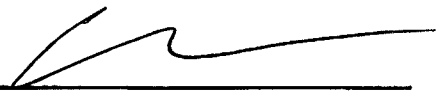
Actuarial services: when needed, we employ the services of professional actuaries to assist with calculations critical to your employee benefits plans.

Full-time employee tracking: we provide the tools you need to determine which variable-hour employees are considered full-time employees under the Affordable Care Act (ACA) and to know when they must be offered health coverage.

Human resources tools and support: HRconnection, a powerful employee communication portal, is available to you. This online tool helps you increase productivity, streamline processes, improve communication and save money.

HR Hotline: the HR hotline gives you access to on-demand HR expertise and advice. HR professionals available by phone or email, are ready to answer your HR-related questions.

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

By: 
Signature of Authorized Officer

6/25/21
Date

Carlos N Gaviria
Printed Name

FORM 5
Proposer's Team & Key Personnel
Key Personnel and Staff Table

- 1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.**

[illegible]

2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

We have a backup office in Benefit Mall that provides support for claims processing and new enrollment processing.

We have a lead account representative there that has a team of 30 people at our disposal.

3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the Town's Services.

[illegible]

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

By: 
Signature of Authorized Officer

Carlos N Gaviria
Print Name

Date: 06/24/2021

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: City of Sweetwater

Reference Contact Name:

Lorena Uribe

Contact Title:

HR Manager

Contact Department:

Human resources

Contact Telephone:

(305)221-0411 ext 1222

Contact Email:

Luribe@cityofsweetwater.fl.gov

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: 09/2008 **Contract End Date:** Active

Is the Contract still Active? Yes X No _____

Scope of Work (be as detailed as possible) We have been the insurance broker for The
City of Sweetwater for 14 years. We provide health, dental, vision, life & ADD and
supplemental GAP plan. We handle all their claims and coordinate wellness fair throughout
the year.

REFERENCE #2

Public Entity Name: City of Hialeah Gardens

Reference Contact Name:

Yioset De La Cruz

Contact Title:

Mayor

Contact Department:

Mayor's office

Contact Telephone:

(305)558-4114 ext 219

Contact Email:

Ydelacruz@cityofhialeahgardens.com

Public Entity Size/Number of Residents/Square Mileage: 200 employees

Contract Start Date: 07/2000 **Contract End Date:** Active

Is the Contract still Active? Yes X No

Scope of Work (be as detailed as possible) Charles Citrin has been the City's attorney for
21 years. General counsel for The Hialeah Gardens health facilities authority; supervises
all contract negotiations for the City, all litigations of the City, and all ordinances and
resolutions of the City

REFERENCE #3

Public Entity Name: City of Hialeah

Reference Contact Name:

Robert Lloyd-Still

Contact Title:

Former risk management director

Contact Department:

Risk management

Contact Telephone:

(954)496-0738

Contact Email:

Rlstill@hialeahfl.gov

Public Entity Size/Number of Residents/Square Mileage:	3,000 current and retirees on insurance plan
---	--

Contract Start Date: 04/2011 **Contract End Date:** Active

Is the Contract still Active? Yes X No

Scope of Work (be as detailed as possible) We have been the supplemental benefits provider for the City of Hialeah for the past 10 years along with coordinating their annual open enrollment for over 3,000 active employees and retirees. We provide GAP insurance, critical illness, accident and cancer insurance. We coordinate the team that implements the health insurance benefits as well

[illegible]

Table 1. Demographic characteristics of study population

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO X

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

YES _____ NO X

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

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:	<u>Citrin Financial & Insurance, Inc</u>
Authorized Signature:	<u></u>
Print or Type Name:	<u>Carlos N Gaviria</u>
Title:	<u>Vicepresident/secretary</u>
Date:	<u>06/24/2021</u>

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

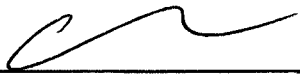
I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum 1	☐ Addendum 6
☐ Addendum 2	☐ Addendum 7
☐ Addendum 3	☐ Addendum 8
☐ Addendum 4	☐ Addendum 9
☐ Addendum 5	☐ Addendum 10

Citrin Financial & Insurance, Inc
NAME OF ENTITY


AUTHORIZED SIGNATURE

Carlos N Gaviria
PRINT NAME

06/24/2021
DATE

FORM 9

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY
HARBOR ISLANDS AND ARE STATEMENTS MADE:**

By: Carlos N Gaviria

For (Name of Proposing or Bidding Entity): Citrin Financial & Insurance, Inc

Whose business address is: 3005 NE Quayside Lane Miami, FL 33138

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0857342

(if the entity does not have an FEIN, include the Social Security Number of the individual signing
this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

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

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

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

CG

Proposer Initials

Public Entity Crimes Affidavit

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

CG
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

CG

Proposer Initials

Business Entity Affidavit

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

CG

Proposer Initials

Anti-Collusion Affidavit

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

CG

Proposer Initials

Scrutinized Company Certification

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

CG

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFQ #216** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

CG
Proposer Initials

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Alexander Chavez

Print Name: _____

Witness #2 Print Name: Sharon Strong

Title: _____

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 25 day of June, 2021, before me the undersigned, personally appeared Carlos Gaviria, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:



Courtney King

Notary Public

State of Florida

Comm# HH082990

Expires 1/20/2025

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

☐ Personally known to me; or

☒ Produced identification (Type of Identification: Florida DL)

☐ Did take an oath; or

☐ Did not take an oath

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays

Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

TOWN OF BAY HARBOR ISLANDS - REQUEST FOR
QUALIFICATIONS (RFQ) NO. 216 - HEALTH INSURANCE
BROKER SERVICE

in the XXXX Court,
was published in said newspaper in the issues of

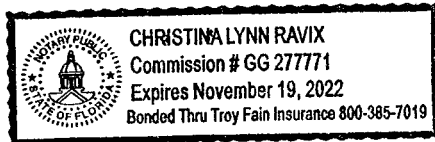
05/24/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
24 day of MAY A.D. 2021


(SEAL)

GUILLERMO GARCIA personally known to me



TOWN OF BAY HARBOR ISLANDS REQUEST FOR QUALIFICATIONS (RFQ) NO. 216 HEALTH INSURANCE BROKER SERVICE

NOTICE IS HEREBY GIVEN that the Town of Bay Harbor Islands ("Town") is soliciting qualifications for Health Insurance Broker Services. Interested firm/individuals ("Proposer(s)") may pick-up a copy of the Request for Qualifications ("RFQ") No. 216 from the Town Clerk's Office, Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida, 33154, or may download it from the Town's website at www.bayharborislands-fl.gov. The RFQ contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, eight (8) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **June 25, 2021 at 2:00 PM** ("Submission Deadline"), to the following address:

**Town of Bay Harbor Islands Town Hall
Town Clerk's Office
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida, 33154**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**"SEALED PROPOSAL
RFQ NO. 216
HEALTH INSURANCE BROKER SERVICES**

**OPENING DATE AND TIME/SUBMISSION DEADLINE: June 25, 2021
2:00 PM**

A **Mandatory Pre-Proposal Submission Conference** is scheduled for **June 11th 2021 at 11:00 AM** via zoom meeting (**Meeting ID: 603 785 6675 / PW: BHI**). All Proposers planning to submit qualifications are required to attend this zoom meeting. Qualifications from those who have failed to attend will not be accepted.

All persons attending the mandatory pre-submission zoom meeting may ask questions or seek clarification regarding this RFQ via the procedures outlined below. Any questions or clarifications concerning the proposal specifications must be received by Shaun Gelvez, HR Manager, no later than **2:00 PM, June 16, 2021**. Any questions regarding RFQ No. 216 are to be submitted either in writing directly to Shaun Gelvez, HR Manager, at the following address: 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, or via email to: sgelvez@bayharborislands-fl.gov. Any questions received by the HR Manager after the stated deadline will be disregarded. All questions received by the HR Manager prior to the stated deadline shall be answered via an Addendum to this RFQ and circulated to all registered Proposers.

(RFQ) No. 216

The Town intends to enter into an agreement with the successful Proposer to provide Health Insurance Broker Services in the Town of Bay Harbor Islands, Florida.

The Town reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but not limited to, a particular request for qualifications ("RFQ") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee:

Alba L. Chang
Town Clerk

5/24

21-26/0000531553M

2/2



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ No. 216

HEALTH INSURANCE BROKER SERVICES

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FLORIDA

May 21, 2021



PUBLIC NOTICE

TOWN OF BAY HARBOR ISLANDS

REQUEST FOR QUALIFICATIONS (RFQ) NO. 216 HEALTH INSURANCE BROKER SERVICE

NOTICE IS HEREBY GIVEN that the Town of Bay Harbor Islands (“Town”) is soliciting qualifications for Health Insurance Broker Services. Interested firm/individuals (“Proposer(s)”) may pick-up a copy of the Request for Qualifications (“RFQ”) No. 216 from the Town Clerk’s Office, Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida, 33154, or may download it from the Town’s website at www.bayharborislands-fl.gov. The RFQ contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, eight (8) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **June 25, 2021 at 2:00 PM** (“Submission Deadline”), to the following address:

**Town of Bay Harbor Islands
Town Hall
Town Clerk’s Office
9665 Bay Harbor Terrace
Bay Harbor Islands,
Florida, 33154**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**“SEALED PROPOSAL
RFQ NO. 216
HEALTH INSURANCE BROKER SERVICES”**

OPENING DATE AND TIME/SUBMISSION DEADLINE: June 25, 2021 2:00 PM

A **Mandatory Pre-Proposal Submission Conference** is scheduled for **June 11th 2021 at 11:00 AM** via zoom meeting (**Meeting ID: 603 785 6675 / PW: BHI**). All Proposers planning to submit qualifications are required to attend this zoom meeting. Qualifications from those who have failed to attend will not be accepted.

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The Town intends to enter into an agreement with the successful Proposer to provide Health Insurance Broker Services in the Town of Bay Harbor Islands, Florida.

The Town reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but not limited to, a particular request for qualifications ("RFQ") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee.

Alba L. Chang
Town Clerk

TOWN OF BAY HARBOR ISLANDS, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 216
HEALTH INSURANCE BROKER SERVICES

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 INTRODUCTION.

The Town of Bay Harbor Islands, Florida (“Town”), a municipality located in Miami-Dade County, Florida, requests qualifications for the selection of consulting firms (collectively, the “Consultant”) to perform Health Insurance Broker Services (“Services”) as detailed in Section 1.3 (Scope of Services) herein below.

Florida law requires the Town to make a determination of a respondent’s qualifications to perform the Services prior to engagement. The information used in this Request for Qualifications (“RFQ”) will be used by the Town to make its determination. The Town intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ.

1.2 BACKGROUND

The Town of Bay Harbor Islands was founded in 1947 by the Shepard Broad family. The Town also known as “*The Best Kept Secret on the Water*” is a two-island vibrant and progressive community located in the heart of Biscayne Bay, nestled between the cities of North Miami, Bal Harbor and Surfside. The Town holds a residential population of approximately 6,000 and is home to A+ rated Ruth K. Broad Elementary School. The Broad Causeway corridor which runs through the heart of Bay Harbor, boasts exclusive shopping, top notch businesses and fine dining all within a picturesque and charming island atmosphere.

The Town is committed to efficient government administration. A small core of the Town staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality services at competitive prices. The Town expects to continue this practice.

1.3 SCOPE OF SERVICES

The Town may engage a qualified Consultant to perform any of the services listed below. The successful planning firm shall be qualified to perform the following Services:

SCOPE OF WORK PROJECT DESCRIPTION

The Town of Bay Harbor Islands seeks to establish a contract for a qualified firm to provide Health Insurance Broker Services. The firm awarded the contract shall be responsible for providing Health Insurance Brokerage Services for employee benefits including but not

limited to: medical, dental and vision plans.

ELIGIBILITY Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the Town of Bay Harbor Islands will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the Town's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

TERM It is anticipated the Town will contract for a period of three (3) years, from date of award, with an option for renewal of an additional two (2) one (1) year renewals, if mutually agreeable with both parties, for a maximum of five (5) years. The Town of Bay Harbor Islands reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 60-days written notice, however, notice by the proposer shall not be given or accepted within 180 days prior to policy renewal.

CURRENT EMPLOYEE AND BENEFIT PLAN INFORMATION

- Current total annual health insurance premium costs - \$938,893.68;
- Approximately 95 covered employees (active & retirees);
- Plan year is January 1 - December 31 with Open Enrollment the month of September;
- Fiscal Year is Oct 1 – Sept 30;
- Health, Dental Vision, Group Life / AD&D Insurance Benefits:
 - The Town pays 100% of Employee only monthly premium for health HMO and dental HMO coverage. The Town, if providing another PPO option for health & dental, requires the employee to pay the additional amount of the difference between the HMO monthly premium coverage and the PPO coverage (an additional cost to the employee).
 - The Town pays 65% of dependent monthly premium coverage for health and dental HMO or PPO.
 - Vision Insurance is paid 100% by the employee.
 - The Town pays the full cost of employee only short term, long term, life and accidental death and dismemberment.
 - The Town pays life insurance in the amount that equals the employee's base annual salary (minimum of \$50,000 if salary is under \$50,000 annually).

Employees who are retiring from the Town service are eligible to continue their health, dental and vision insurance coverage for an indefinite period of time at the full monthly premium cost to the retiring employee. To be eligible to continue insurance participation, the retiree must be covered by the Town's health insurance, dental and vision insurance at the time of retirement and immediately apply for continuation of coverage. The retiree must renew their elections during open enrollment each year. If the retiree chooses to drop any particular coverage at any time, they are not eligible to re-enroll in that coverage at a later date. The

retiree must make timely premium payments in order to continue participation in their elected coverages.

- Employee Assistance Program (EAP) -Town pays 100% of employee coverage;
- Flexible Spending Account (FSA) – not in existence but would like to explore possibility;
- Health Savings Account (HSA) – not in existence but would like to explore possibility;
- Voluntary Supplemental Insurances: STD, Life, Accident, Cancer, Hospitalization, Critical Care - Employee pays 100% of all coverages, currently through AFLAC.

RENEWAL YEAR SERVICES

- Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the Town of Bay Harbor Islands Benefits program;
- Provide analysis of renewal of current plan, reviewing past performance;
- Research, design, and propose employee benefit plans for the Town of Bay Harbor Islands, as appropriate, using current Town of Bay Harbor Islands medical and dental benefit plans as benchmarks;
- Review additional available cost savings plan alternatives and creative funding options;
- Provide the Town of Bay Harbor Island with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year;
- Act as negotiator and consultant for the Town of Bay Harbor Island during annual benefit contract procurement for the following: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers and renewals;
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations;
- As edited and approved by the Town of Bay Harbor Islands Human Resource Manager, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis;
- Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes;
- Assist with annual open enrollment including coordinating multiple employee meetings at various locations;
- Advise and assist the Town of Bay Harbor Islands Human Resource Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance; and
- Assist the Town of Bay Harbor Islands with the development of performance guarantees relating to vendors' performance of services to the Town of Bay Harbor Islands, and evaluation of the performance of vendors.

ON-GOING SERVICES FOR HEALTH AND DENTAL INSURANCES

- Provide dedicated personnel as the primary contact for managing the account relationship with the Town of Bay Harbor Islands (specify names and areas of responsibility for each person);
- Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards;
- Provide ongoing administrative support, as requested, by acting as a liaison between the Town of Bay Harbor Islands and providers to assist promptly with resolving claim disputes,

contract administration and interpretations, and other issues;

- Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services;
- Meet with the Town of Bay Harbor Island's staff throughout the year at least quarterly but as often as reasonably necessary;
- Coordinate annual audits of the Town of Bay Harbor Island's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year;
- Prepare and deliver any necessary reports for the Town of Bay Harbor Islands Human Resource Manager, including, but not limited to reports showing claims experience at intervals acceptable to Town of Bay Harbor Islands;
- Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans;
- Track, monitor and provide information or changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to the Town of Bay Harbor Islands, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.;
- Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required;
- Maintain the confidentiality of the Town of Bay Harbor Islands records and data where applicable under federal and state laws; and
- Perform other related services and provide other related products on an "as needed basis"

These essential job functions are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, the Town of Bay Harbor Islands Charter and Code, Miami-Dade County Codes, and all other applicable codes and standards governing the Services.

1.4 TOWN'S RESERVATION OF RIGHTS.

The Town reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the Town and whose Responses are considered by the Town to be the most qualified. Notwithstanding, the Town may, at its sole discretion, reject all responses and cancel this solicitation, in which case no award will be made. The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The Town also reserves the right to waive minor variations or irregularities in the Responses.

1.5 SCHEDULE OF EVENTS

The following is an anticipated schedule of events. The Town reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time
1	Advertisement/ Public Notice of RFQ	May 21, 2021	
2	Pre-Bid Conference (zoom)	June 11, 2021	11am
3	Closing Date for Proposer Questions	June 16, 2021	2pm
4	Proposals Due/Submission Deadline	June 25, 2021	2pm
5	Evaluation Committee Meeting(s)	June 29, 2021	10am
7	Town Manager at Council Meeting presents top three (3) shortlist so that Council may select Consultant and Authorize Negotiations and Execution of Agreement	August 11, 2021	
8	Negotiations and Execution of Agreement	August 16, 2021	

1.6 ELIGIBILITY/QUALIFICATIONS.

In addition to other requirements stated in this RFQ, to be eligible for award, respondents must demonstrate the following qualifications and experience in their responses:

QUALIFICATIONS; STAFFING, EDUCATION AND EXPERIENCE, SKILLS AND ABILITIES.

- a. Chosen firm shall provide most delivery of services Monday – Friday 9am-5pm. There will be times where services may be needed outside of the 9-5pm work hours. Ability to answer employee calls and troubleshoot issues at all times is required – even if outside the 9-5p hours. Firm shall establish a point of contact person for the Town.
- b. Respondent's Principal-in-Charge must be a licensed insurance broker and possess a Bachelor's Degree in related field (Human Resources, Health Care etc.) with a minimum of (10) years' experience as an agent of record / health Insurance broker preferably for local government. (A comparable amount of training, education or experience may be substituted for the minimum qualifications, at the sole discretion of the Town);
- c. Respondent's team must have prior experience within the past ten (10) years in the same field as the Services;
- d. Respondent's principal-in-charge must have a minimum of ten (10) years of experience within the same field as the Services; Respondent's project manager must have a minimum of ten (10) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent; and
- e. Respondent shall meet all legal, technical and professional requirements for providing the requested Services.
- f. Respondent shall have the ability to provide the Town with access any files or any other programs used to carryout Insurance related functions
- g. Respondent shall have the ability to maintain utmost confidentiality on all matters
 - a. Respondent shall have the ability to communicate effectively, tactfully with employees, directors, members of the public and staff;
 - b. Respondent shall have the ability to maintain and adhere to records retention laws for the Town as it pertains to all Insurance matters
 - c. Respondent shall have the ability to provide the Town with access any files or any other

programs used to carryout Insurance related functions

Each respondent shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Town reserves the right to make investigations of the respondents' qualifications, experience, past or current services provided to clients, or any of its agents, as it deems appropriate.

1.7 ADDENDA

If the Town finds it necessary to add to, or amend this RFQ prior to the Response submission deadline, the Town will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing Form 8 (Addendum Acknowledgment) and providing it with its Response.

1.8 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing the Forms included in Section 3, that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.9 MANDATORY PRE- SUBMITTAL CONFERENCE

A Mandatory Pre-RFQ Submittal Conference is scheduled for **June 11, 2021 at 11:00 AM**. the meeting shall occur virtually via zoom (**Meeting ID: 603 785 6675 / PW: BHI**). All Proposers planning to submit proposals are required to attend this meeting. Proposers should log into zoom session promptly at the advertised time. Roll call will be taken no later than 5 minutes after the start of the zoom meeting. Proposals from those who have failed to attend will not be accepted. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted.

1.10 REQUESTS FOR INFORMATION OR CLARIFICATION; ADDENDA

Requests for additional information or clarifications must be received by Shaun Gelvez, HR Manager, no later than **2 PM, June 16, 2021**. Any questions regarding RFQ No. 216 are to be submitted either in writing or via e-mail directly to Shaun Gelvez, HR Manager, in accordance with the deadline for receipt of questions also specified in the Public Notice Section of this RFQ. The request for additional information and clarification must contain the RFQ number and title, Proposer's name, name of Proposer's contact person, address, phone number, and e-mail. Written requests for additional information or clarifications to this RFQ shall be addressed directly to Shaun Gelvez, HR Manager, at: **Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154**. Emails requesting additional information or clarifications for this RFQ must be received by Shaun Gelvez, HR Manager, at the following email: sgelvez@bayharborislands-fl.gov. The request shall include, at a minimum, the RFQ number and title, the Proposer's name, the name of Proposer's contact person, address, phone number, and email.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal submission deadline. All persons attending the pre-proposal conference will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in

any written addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

1.11 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.12 RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected to perform the Services.

1.13 TOWN AUTHORITY AND RIGHTS

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any immaterial defects or irregularities in the proposals, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, cancel, postpone and re-solicit the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFQ will not be considered. The Town reserves the right to:

- a. Accept the Proposer who will, in the Town's sole discretion, best serves the interests of and represent the best value to the Town;
- b. Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town;
- c. Investigate the financial capability, client references, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- d. Investigate the Proposer's qualifications or those of its agents, as it deems appropriate;
- e. Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews);
- f. Waive any of the conditions or criteria set forth in this RFQ;
- g. Decide whether to select a firm based on submission received in response to this RFQ or whether to hold interviews with the firms the Town deems best qualified for the Services;
- h. The Town is under no obligation to return the Qualifications;
- i. The Town will not be liable for any costs incurred by a Proposer in the preparation of the response to this RFQ;
- j. Each Proposal shall be prima facie evidence that the respective Proposer has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed;
- k. Proposers shall furnish the Town with such additional information as the Town may reasonably require; and

- I. The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of this RFQ.

1.14 RESPONSE /PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.15 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the provision of the Services and the agreement.

1.16 COMPLIANCE WITH LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the Services and the agreement. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Miami-Dade County and the Charter and Code of the Town of Bay Harbor Islands in the preparation and submittal of a proposal in response to this RFQ and in the performance of the Services and any agreement awarded as a result of this RFQ.

1.17 TERMS OF ENGAGEMENT

The Terms of the agreement will be negotiated upon selection of the Consultant. It is anticipated that the Town will enter into an agreement for an initial two (2) year term, with options to renew for three (3) additional one (1) year terms.

1.18 CONE OF SILENCE

The provisions of Town's Cone of Silence are applicable to this RFQ. The Town's Cone of Silence provisions can be found under Section 2-1.4 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Joseph S. Geller, Esq.
Town of Bay Harbor Islands Attorney
600 Brickell Avenue, Suite 3600
Miami, FL 33131
joseph.geller@gmlaw.com

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for including, but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant; and
- (2) The Town Council Members, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFQ upon advertisement of the RFQ. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council Members. However, if the Town Council refers the Town Manager's recommendation back to the Town Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Town Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Council Members during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;

1.19 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, 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 work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

END OF SECTION

SECTION 2. RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

2.1 GENERAL RESPONSE INSTRUCTIONS

One (1) marked “original” copy, eight (8) bound copies of the response, and one (1) USB flash drive containing an electronic copy of the response shall be submitted in one sealed package, clearly marked on the outside “Response to Town of Bay Harbor Islands RFQ No. 216 for Human Resource Services.” The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by June 25, 2021 at 2:00 PM at the following address: Alba Chang, Town Clerk, at: Town Clerk’s Office, Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

All responses must be received by the Town Clerk by the submission due date and time. Responses received after the due date and time will not be considered. Misdelayed or late Responses will not be considered for award.

2.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In addition to other requirements stated in this RFQ, to be eligible to respond, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order (“Response”):

- A. Cover Page:** Each Response submitted shall have a cover page entitled Response to Town of Bay Harbor Islands RFQ No. 216 for “Health Insurance Broker Services.”
- B. Table of Contents.**
- C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Consultant and the aspects of the proposal.
- D. Response Checklist.** Consultant must complete Form 1 and include in its Response.
- E. Firm’s Qualifications:** Consultant must complete and submit Form 4, Company Qualifications Questionnaire and Form 6, Client References. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license and a list of current and past clients, with an emphasis on Florida municipalities. Consultant must also include any relevant business licenses, including occupational license, and Florida registration (Company certifications, not personal) and a copy of State Corporate Certificate or other proof from the State of Florida that Consultant is authorized to do business in this State.
- F. Personnel Qualifications:** The Consultant must include the following information for this requirement:
 - a. Complete and submit Form 5, Key Personnel and Staff.
 - b. Provide an organizational chart showing reporting structure for all Key Personnel Staff, including any key subcontractors;
 - c. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Program Manager;
 - d. Include one-page resumes for each person listed in Form 5, Key Personnel and Staff. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.

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

G. Project Implementation Strategy: Describe the Consultant's strategy for implementing the project.

H. Special Consideration: Describe any special resources that Consultant or Consultant's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**

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

- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

K. Litigation Statement: Consultant must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against Consultant's firm in the last three (3) years shall be included in the Response. If an action has been filed against the Consultant's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Consultant's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

L. Forms: Complete all forms listed in Section 3.

2.3 RESPONSE EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

	Category	Maximum Available Points
1.	Qualifications of the Firm (Proposer) To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	25 Points
2.	Qualifications/Experience of Project Team Credentials and accomplishments of the proposed team (up to 5) members	25 Points
3.	Previous Similar Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points
4.	Project/Services Implementation Strategy Indicate Firm's understanding of the Town's needs and the Services	25 Points
	TOTAL	100 Points

2.4 PROCESS OF EVALUATION AND SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The Town Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFQ have been met. The Town Manager or designee may reject those responses that do not meet the minimum requirements of the RFQ.

The Town Manager will appoint an Evaluation Committee to review and evaluate the responsive responses. The highest ranked three (3) respondents will be short-listed on the basis of the Responses by the Evaluation Committee and may be called for oral presentations before the Evaluation Committee regarding their responses, approach to the Services, and ability to furnish the required Services. All Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer

session. The Consultants are encouraged to be represented only by the Project Manager and the key staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The Evaluation Committee shall rank the respondents and provide its recommendations to the Town Manager.

After short-listing of the top three (3) respondents deemed qualified by the Evaluation Committee, the Town Manager will present a recommendation to the Town Council. The Town Council may select a Consultant that it determines is the most qualified and authorize the Town Manager to proceed with negotiations and execute a professional services agreement with the selected Consultant. The Town Council shall have the final authority to select the Consultant to proceed with negotiations.

The Town reserves the right to reject any or all proposals, reject a proposal, which is in any way incomplete, or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

2.5 PROCESS OF NEGOTIATION

The Town Manager or designee(s) shall negotiate an agreement with the selected firm at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable. Should the Town Manager be unable to negotiate a satisfactory agreement with the selected firm at a fee or price the Town Manager determines to be fair, competitive, and reasonable, negotiations with that firm may be terminated. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked firm, and, if negotiations are terminated, shall continue to each next highest-ranked firm until a satisfactory agreement may be negotiated. Any award shall be made by the Town Council and subject to execution of an agreement in form and substance approved by the Town Attorney.

Notwithstanding the foregoing, the Town maintains the right to reject all responses submitted if so desired.

SECTION 3. FORMS AND EXHIBITS

3.1 EXHIBITS

The following exhibits are attached and incorporated into this solicitation:

- Exhibit 1: Draft Professional Services Agreement
- Exhibit 2: Current Insurance Open Enrollment Form
- Exhibit 3: Current Plan Summary of Benefits

3.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Proposer's Response:

Form 1: Response Checklist

Form 2: Proposal Information Form

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

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

Form 3B: Certificate of Authority (for Individuals)

Form 4 – Company Qualifications Questionnaire

Form 5 – Key Personnel and Staff

Form 6 - Client References

Form 7 - Dispute Disclosure

Form 8 - Addendum Acknowledgment

Form 9 - Single Execution Affidavits

EXHIBIT -1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2021 (the "Effective Date"), by and between the **TOWN OF BAY HARBOR ISLANDS**, a Florida municipal corporation, whose principal address is 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154 (hereinafter the "Town"), and _____, a Florida Corporation, whose address is _____ (hereinafter, the "Consultant").

WHEREAS, the Consultant will perform services on behalf of the Town, all as further set forth in the Proposal dated _____, 2021, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference.
- 1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.3 Consultant shall provide a minimum of eighty (80) hours of work a month, which shall include but not be limited to: daily presence at the Town, availability by telephone at all times; presence at staff and council meetings; and assistance to management and staff with planning requirements.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The Town shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the

same terms and conditions, and upon written notice to Consultant at least 30 days prior to expiration of the term.

- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate lump sum fee in the amount of \$_____ per month or in accordance with the rate/fee schedule attached hereto as Exhibit "B."
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subconsultants.

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities.

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. Conflict of Interest.

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

8. Termination.

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
 - d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- 9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Town is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Town will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or

by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:

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

With a copy to:

Joseph Geller, Esq.
Town Attorney

For the Consultant:

14. Governing Law and Venue.

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

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits.

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Alba Chang

**Mailing address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154**

Telephone number: 305-866-6241

Email: achang@BayHarborIslands-fl.gov

17. Nonassignability.

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver.

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions.

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

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

24. Public Entity Crimes Affidavit.

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

_____, a Florida
Corporation

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

TOWN OF BAY HARBOR ISLANDS, a
Florida municipal corporation

By: _____
Print Name: _____
Town Manager: _____
Date Executed: _____

Attest:

By: _____
Alba Chang
Town Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services are those contained in the Proposal dated _____, 2021, attached hereto and incorporated herein by reference.

EXHIBIT “B”

RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to this Agreement are as follows:
[INSERT RATE SCHEDULE]

Additional Compensation and Payment Terms:

[TBD]

EXHIBIT -2

Page 1

Date _____

Dental

PLAN NAME▶	Solstice Benefits Custom DPPO 2	
OVERVIEW	IN-NETWORK	OUT-OF-NETWORK
Deductible	\$50 individual / \$150 family	
Calendar Year Benefit Maximum	\$3,000	
Preventive (e.g. 2 cleanings/year, etc.)	100%	100%
Basic (e.g. fillings, perio)	100%	80%
Major (e.g. crowns, dentures, etc.)	60%	50%
Orthodontia	50% to \$1,000 lifetime maximum	
Perio/Endo Class	Basic	
Deductible Waived for Preventive	Yes	
Out-of-Network Claim Basis	Based on in-network fee	
ENROLLMENT TIER	Bi-Weekly Deduction	
Employee Only	✓	
Employee + Spouse	\$14.23	
Employee + Child(ren)	\$33.81	
Employee + Family	\$32.06	
	\$55.39	
	waive this plan	

BY SIGNING ABOVE, I AGREE TO THE FOLLOWING:

If you do not enroll yourself and/or your eligible dependents when you/they are first eligible, you may not be able to enroll, or you may have to wait until open enrollment. Late enrollees may experience the inability to obtain coverage, pre-existing condition limitations and/or waiting periods.

Please be aware that by enrolling in the medical, dental and/or vision benefit plans, you are agreeing to pay premiums on a pre-tax basis. This means the premium that you pay for benefits will be deducted from your paycheck BEFORE taxes are taken from your pay, possibly reducing your tax liability. This could also reduce other benefits like Social Security that are calculated using an employee's income. To opt out of the Premium Only "Pre-Tax" please contact Human Resources.

Benefits displayed are for illustration only; the provisions of the actual policy will prevail; the benefits displayed here are not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance. Review the insurance carriers detailed plan design before making a final decision on a plan.

Town of Bay Harbor Islands, 10/01/2020 Open Enrollment Form

Page 2

Please Print First & Last Name _____

Please roll-over myself (& my dependents) to the equivalent plans & equivalent tiers ☐ Vision ☐

DEPENDENTS

If you need to add dependents to your plan, please notate them here:

Dependent Spouse

Name _____ DOB _____

Social Security # _____

Dependent Child 1

Name _____ DOB _____

Social Security # _____

Dependent Child 2

Name _____ DOB _____

Social Security # _____

Dependent Child 3

Name _____ DOB _____

Social Security # _____

SOLSTICE BENEFITS VISION PLAN

PLAN NAME ▶	Solstice Clear Vision 70
OVERVIEW	IN-NETWORK OUT-OF-
Eye Exams	Plan pays up to \$30 Every 12 months
Exam Frequency	\$10 Every 12 months
Materials Copay	\$25
Single Vision Lenses	\$25
Bifocal Lenses	\$25
Trifocal Lenses	\$25
Lenticular Lenses	\$25
Lenses Frequency	Every 12 months
Contact Exam and Materials	Plan pays up to \$110
Frames	Plans pays up to \$120
Frames Frequency	Every 12 months

ENROLLMENT TIER	Bi-Weekly Deduction
Employee Only	\$2.49
Employee + Spouse	\$4.97
Employee + Child(ren)	\$5.12
Employee + Family	\$7.95
	I waive this plan

Need to update your address? _____

Benefits displayed are for illustration only; the provisions of the actual policy will prevail; the benefits displayed here are not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance. Review the insurance carriers detailed plan design before making a final decision on a plan.

POLICE DEPT ONLY: Please check ☐ box if you opt to receive the Health Insurance Stipend (proof of other coverage is required (copy of ID card))

EXHIBIT -3

NHP POS plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what's included in the plan		NHP POS
	Network coverage only You can usually save money when you receive care for covered health care services from network providers.	☐
	Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.	☒
	Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.	☒
	Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.	☐
	Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.	☒
	Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.	☐
	Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.	☐
	Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.	☐
	Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.	☐

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Here's a more in-depth look at how NHP POS works.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible		
Individual	You do not have to pay a medical deductible.	\$500
Family	You do not have to pay a medical deductible.	\$1,000

All individual deductible amounts will count toward the family deductible, but an individual will not have to pay more than the individual deductible amount.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit

	In Network	Out-of-Network
Individual	\$2,500	\$5,750
Family	\$5,000	\$11,500

All individual out-of-pocket maximum amounts will count toward the family out-of-pocket maximum, but an individual will not have to pay more than the individual out-of-pocket maximum amount.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Preventive Care Services

	Network	Out-of-Network
Preventive Care	No copay	40%*

Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.

Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible.

Office Services - Sickness & Injury

	Network	Out-of-Network
Primary Care Physician	\$15 copay	40%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

	Network	Out-of-Network
Specialist	\$25 copay	40%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

	Network	Out-of-Network
Urgent Care	\$50 copay	40%*

Additional copays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery.

*After the Annual Medical Deductible has been met.

†Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Virtual Visits

No copay

40%*

Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com® or the telephone number on your ID card.

Emergency Care

Accidental Dental

No copay

No copay

Emergency Ambulance

No copay

No copay

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.

Emergency Room¹

\$350 copay

\$350 copay

Non-Emergency Ambulance¹

No copay

40%*

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.

Inpatient Care

Congenital Heart Disease Surgeries¹

\$500 copay per Inpatient Stay

40%*

Hospital Inpatient Stays¹

\$500 copay per Inpatient Stay

40%*

Inpatient Habilitative Services¹

The amount you pay is based on where the covered health care service is provided.

Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.

Skilled Nursing Facility & Inpatient Rehabilitation Facility Services¹

\$500 copay per Inpatient Stay

40%*

Limited to 120 days per year.

Outpatient Care

Chiropractic Services

\$15 copay

40%*

Limited to 20 visits per year.

Habilitative Services

\$15 copay

40%*

For outpatient therapies (physical therapy, occupational therapy, speech therapy, post-cochlear implant aural therapy, cognitive therapy), limits will be the same as, and combined with those stated under Rehabilitation Services. Visit limits do not apply to autism spectrum disorder.

Home Health Care¹

No copay

40%*

Limited to 60 visits per year.

One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network	Out-of-Network
Lab Testing ¹	No copay	40%*
<i>Limited to 18 Presumptive Drug Tests per year.</i>		
<i>Limited to 18 Definitive Drug Tests per year.</i>		
Major Diagnostic and Imaging ¹	No copay	40%*
Physician Fees for Surgical and Medical Services	No copay	40%*
Rehabilitation Services	\$15 copay	40%*
<i>Limited to 36 visits of cardiac rehabilitation therapy per year.</i>		
<i>Limited to 20 visits of cognitive rehabilitation therapy per year.</i>		
<i>Limited to 20 visits of occupational therapy per year.</i>		
<i>Limited to 30 visits of post-cochlear implant aural therapy per year.</i>		
<i>Limited to 20 visits of physical therapy per year.</i>		
<i>Limited to 20 visits of speech therapy per year.</i>		
<i>Visit limits do not apply to autism spectrum disorder or pulmonary rehabilitation therapy.</i>		
Scopic Procedures	No copay	40%*
<i>Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.</i>		
Surgery ¹	No copay	40%*
Therapeutic Treatments ¹	No copay	40%*
<i>Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.</i>		
X-ray and other Diagnostic Testing ¹	No copay	40%*

Supplies and Services

Diabetes Self-Management Items ¹	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.	
Diabetes Self-Management and Training ¹	The amount you pay is based on where the covered health care service is provided.	
Durable Medical Equipment, Orthotics and Supplies ¹	No copay	40%*
<i>Repair or replacement of DME or orthotics is limited to its necessity due to a growing child's functional need.</i>		
Enteral Nutrition	No copay	40%*

* After the Annual Medical Deductible has been met.

¹ Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Hearing Aids

No copay

40%*

Limited to \$2,500 every year.

Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.

Ostomy Supplies

No copay

40%*

Limited to \$2,500 per year.

Pharmaceutical Products

No copay

40%*

This includes medications given at a doctor's office, or in a covered person's home.

Prosthetic Devices¹

No copay

40%*

Benefit is limited to one (1) permanent prosthetic device, unless necessary due to a growing child's functional need. This limit does not apply to items required by the Women's Health and Cancer Rights Act of 1998.

Urinary Catheters

No copay

40%*

Pregnancy

Maternity Services¹

The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.

Mental Health Care & Substance Related and Addictive Disorder Services

Inpatient¹

\$500 copay per Inpatient Stay

40%*

Outpatient¹

\$25 copay

40%*

Partial Hospitalization¹

No copay

40%*

Other Services

Bones or Joints of the Jaw and Facial Region¹

The amount you pay is based on where the covered health care service is provided.

Cellular or Gene Therapy¹

The amount you pay is based on where the covered health care service is provided. Not covered

For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.

Cleft Lip and Palate Treatment¹

The amount you pay is based on where the covered health care service is provided.

Clinical Trials¹

The amount you pay is based on where the covered health care service is provided.

Dental Services Anesthesia and Hospitalization¹

No copay

40%*

Gender Dysphoria¹

The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.

Hospice Care¹

No copay

40%*

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Osteoporosis Treatment¹

Reconstructive Procedures¹

Transplantation Services¹

Network Benefits must be received from a Designated Provider.

Network	Out-of-Network
The amount you pay is based on where the covered health care service is provided.	
The amount you pay is based on where the covered health care service is provided.	
The amount you pay is based on where the covered health care service is provided.	Not covered

^{*}After the Annual Medical Deductible has been met.
¹Prior Authorization Required. Refer to COC/SBN.

Here's an example of how the plan's costs come into play.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.*

YOU PAY 20%*

YOUR PLAN PAYS 80%

3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

* Your coinsurance may vary by service. This example is for illustrative purposes only.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network—but when you stay in network, you'll likely pay less for care. To get started:

- Go to welcometouhc.com > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose to view providers in the health plan's network.



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to welcometouhc.com > **Benefits** > **Pharmacy Benefits**.
- Select to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff
that's good
to know.

I dig it!

Other important information about your benefits.

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Bariatric Surgery
- Cosmetic Surgery
- Glasses
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs
- Dental Care (Adult/Child)
- Routine Eye Care (Adult/Child)

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuhc.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

Online: [UHC_Civil_Rights@uhc.com](https://ocrportal.hhs.gov/ocr/portal/lobby.jsf)

Mail: Civil Rights Coordinator
UnitedHealthcare Civil Rights Grievance
P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:

<http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services,
200 Independence Avenue, SW Room 509F, HHH Building
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

ATENCIÓN: Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어(**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

توجّه: إذا كنت تتحدث لغة عربية (**Arabic**)، فستحصل على خدمات الترجمة مجاناً. يمكنك الاتصال برقم الهاتف المجاني. يرجى مراجعة بطاقة هويتك للحصول على مزيد من التفاصيل.

ATANSYON: Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat identifikasyon w.

ATTENTION : Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項：日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجّه: اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ध्यान दें: यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, न:शुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ΠΡΟΣΟΧΗ : Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAR: Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

DÍÍ BAA'ÁKONÍNÍZIN: Diné (**Navajo**) bizaad bee yániit'go, saad bee áka'anida'awo'ígíí, t'áá jíí'eh, bee ná'ahóót'i'. T'áá shq'odí ninaaltsoos nít'í'izi bee nééhozinígíí bine'déé' t'áá jíí'chgo béesh bee hane'í biká'ígíí bee hodiilnih.

OGOW: Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Faclan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati): ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વલના મૂલ્યે પ્રાપ્ય છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિ પર આપેલા સેવ્ય માટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what's included in the plan		Choice Plus
	Network coverage only You can usually save money when you receive care for covered health care services from network providers.	☐
	Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.	☒
	Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.	☐
	Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.	☐
	Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.	☒
	Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.	☐
	Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.	☐
	Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.	☐
	Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.	☐

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Here's a more in-depth look at how Choice Plus works.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible		
Individual	\$500	\$1,000
Family	\$1,000	\$3,000

All individual deductible amounts will count toward the family deductible, but an individual will not have to pay more than the individual deductible amount.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit

	In Network	Out-of-Network
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000

All individual out-of-pocket maximum amounts will count toward the family out-of-pocket maximum, but an individual will not have to pay more than the individual out-of-pocket maximum amount.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Preventive Care Services

	Network	Out-of-Network
Preventive Care	No copay	50%*

Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible. An Out-of-Network deductible does not apply for Child Health Supervision Services.

Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.

Office Services - Sickness & Injury

	Network	Out-of-Network
Primary Care Physician	\$15 copay	50%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

	Network	Out-of-Network
Specialist	\$35 copay	50%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

	Network	Out-of-Network
Urgent Care	\$40 copay	50%*

Additional copays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery.

* After the Annual Medical Deductible has been met.

† Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Virtual Visits

No copay

50%*

Network Benefits are available only when services are delivered through a Designated Virtual Network Provider. You can find a Designated Virtual Visit Network Provider by contacting us at myuhc.com® or the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.

Emergency Care

Accidental Dental

20%*

20%*

Emergency Ambulance

20%*

20%*

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.

Emergency Room¹

\$350 copay

\$350 copay

Non-Emergency Ambulance¹

20%*

50%*

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered.

Inpatient Care

Congenital Heart Disease Surgeries¹

\$1000 copay per Inpatient Stay

50%*

Hospital Inpatient Stays¹

\$1000 copay per Inpatient Stay

50%*

Inpatient Habilitative Services¹

The amount you pay is based on where the covered health care service is provided.

Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.

Skilled Nursing Facility & Inpatient Rehabilitation Facility Services¹

\$1000 copay per Inpatient Stay

50%*

Limited to 60 days per year.

Outpatient Care

Habilitative Services

\$15 copay

50%*

For outpatient therapies (physical therapy, occupational therapy, speech therapy, post-cochlear implant aural therapy, cognitive therapy), limits will be the same as, and combined with those stated under Rehabilitation Services.

Visit limits do not apply to Autism Spectrum Disorder.

Home Health Care¹

20%*

50%*

Limited to 60 visits per year.

One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Network	Out-of-Network
Lab Testing ¹	No copay	50%*
<i>Limited to 18 Presumptive Drug Tests per year.</i>		
<i>Limited to 18 Definitive Drug Tests per year.</i>		
Major Diagnostic and Imaging ¹	\$150 copay	50%*
Physician Fees for Surgical and Medical Services	20%*	50%*
Rehabilitation Services	\$15 copay	50%*
<i>Limited to 36 visits of cardiac rehabilitation therapy per year.</i>		
<i>Limited to 20 visits of cognitive rehabilitation therapy per year.</i>		
<i>Limited to 20 visits of occupational therapy per year.</i>		
<i>Limited to 30 visits of post-cochlear implant aural therapy per year.</i>		
<i>Limited to 20 visits of physical therapy per year.</i>		
<i>Limited to 20 visits of pulmonary rehabilitation therapy per year.</i>		
<i>Limited to 20 visits of speech therapy per year.</i>		
<i>Limited to 20 visits of manipulative treatments per year.</i>		
<i>Visit limits do not apply to Autism Spectrum Disorder.</i>		
<i>Note: The first three network visits for any combination of physical therapy and Manipulative Treatment for new low back pain are not subject to any copay, co-insurance or deductible and subject to the annual visit limits.</i>		
Scopic Procedures	20%*	50%*
<i>Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.</i>		
Surgery ¹	\$350 copay	50%*
Therapeutic Treatments ¹	20%*	50%*
<i>Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.</i>		
X-ray and other Diagnostic Testing ¹	No copay	50%*

Supplies and Services

Diabetes Self-Management Items ¹	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.
Diabetes Self-Management and Training ¹	The amount you pay is based on where the covered health care service is provided.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Durable Medical Equipment, Orthotics and Supplies¹	20%*	50%*
<i>Limited to a single purchase of a type of DME or orthotic every three years.</i>		
<i>Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.</i>		
Enteral Nutrition	20%*	50%*
Hearing Aids	20%*	50%*
<i>Limited to \$2,500 every year.</i>		
<i>Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.</i>		
Ostomy Supplies	20%*	50%*
<i>Limited to \$2,500 per year.</i>		
Pharmaceutical Products	20%*	50%*
<i>This includes medications given at a doctor's office, or in a covered person's home.</i>		
Prosthetic Devices¹	20%*	50%*
<i>Limited to a single purchase of each type of prosthetic device every three years.</i>		
<i>Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.</i>		
Urinary Catheters	20%*	50%*
Pregnancy		
Maternity Services¹	The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.	
Mental Health Care & Substance Related and Addictive Disorder Services		
Inpatient¹	\$1000 copay per Inpatient Stay	50%*
Outpatient¹	\$35 copay	50%*
Partial Hospitalization¹	No copay	50%*
Other Services		
Bones or Joints of the Jaw and Facial Region¹	20%*	50%*
Cellular or Gene Therapy¹	The amount you pay is based on where the covered health care service is provided.	
<i>For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.</i>		
Cleft Lip/Cleft Palate Treatment¹	20%*	50%*

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Clinical Trials ¹	The amount you pay is based on where the covered health care service is provided.	
Dental Services – Anesthesia and Hospitalization ¹	20% *	50% *
Gender Dysphoria ¹	The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.	
Hospice Care ¹	20% *	50% *
Osteoporosis Treatment ¹	20% *	50% *
Reconstructive Procedures ¹	The amount you pay is based on where the covered health care service is provided.	
Transplantation Services ¹	The amount you pay is based on where the covered health care service is provided.	
<i>Network Benefits must be received from a Designated Provider.</i>		

*After the Annual Medical Deductible has been met.
¹Prior Authorization Required. Refer to COC/SBN.

Here's an example of how the plan's costs come into play.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.*

YOU PAY 20%*

YOUR PLAN PAYS 80%

3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

* Your coinsurance may vary by service. This example is for illustrative purposes only.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- Go to welcometouhc.com > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose to view providers in the health plan's network.



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to welcometouhc.com > **Benefits** > **Pharmacy Benefits**.
- Select to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff
that's good
to know.

I dig it!

Other important information about your benefits.

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Bariatric Surgery
- Cosmetic Surgery
- Glasses
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs
- Dental Care (Adult/Child)
- Routine Eye Care (Adult/Child)

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuhc.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator

UnitedHealthcare Civil Rights Grievance
P.O. Box 30608, Salt Lake City, UT 84130

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알림: 한국어(**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

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ديورغلل: قدع اسمك ا تامدخ نإف (**Arabic**)، فيبر عل شدحت تنك اذ: ديبن ت يل ع جردمل ين اجملا فتا مل اقرب ل اصلت ال ا جري. كل احاتم فين اجملا كلب فصا مل فير عتل ا قق اطب.

ATANSYON: Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisyè sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

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UWAGA: Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

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توجه: اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفا با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

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CEEB TOOM: Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ΠΡΟΣΟΧΗ : Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAR: Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

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OGOW: Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati): ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વલના મૂલ્યે પરાપચ છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિપર આપેલી સેભ્યે મોટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

Pharmacy Benefits

In Network

Annual Pharmacy Deductible

Individual	You do not have to pay a pharmacy deductible
Family	You do not have to pay a pharmacy deductible

For growth hormone therapy you pay 30% of the prescription drug cost.

Prescription Drug Product Tier Level	Up to a 31-day supply	Up to a 90-day supply
	Retail Network	Mail Order Network Pharmacy**
Tier 1 \$	\$10	\$25
Tier 2 \$\$	\$45	\$112.50
Tier 3 \$\$\$	\$85	\$212.50

* After the Annual Medical Deductible has been met.

** Only certain Prescription Drug Products are available through mail order; please visit myuhc.com* or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy. You will be charged a retail Copayment and/or Coinsurance for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com* or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at welcometouhc.com > Benefits > Pharmacy Benefits.



Benefit Summary

Outpatient Prescription Drug Products

Florida Plan A16

Standard Drugs: 10/50/85

Your Co-payment and/or Co-insurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com® or calling the Customer Care number on your ID card.

Annual Drug Deductible - Network and Out-of-Network

Individual Deductible	No Deductible
Family Deductible	No Deductible

Out-of-Pocket Drug Limit - Network

Individual Out-of-Pocket Limit	See the Medical Benefit Summary for the total Individual Out-of-Pocket Limit that applies.
Family Out-of-Pocket Limit	See the Medical Benefit Summary for the total Family Out-of-Pocket Limit that applies.

Out-of-Pocket Limit does not apply to Out-of-Network Charges and Coupons.

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

UnitedHealthcare Insurance Company

Tier Level	Up to 31-day supply		Up to 90-day supply
	Retail Network Pharmacy or Preferred Specialty Network Pharmacy	Retail Out-of-Network Pharmacy	*Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy**
Tier 1 Prescription Drug Products	\$10	\$10	\$25
Tier 2 Prescription Drug Products	\$50	\$50	\$125
Tier 3 Prescription Drug Products	\$85	\$85	\$212.50

Benefit Plan Co-payment/Co-insurance - The amount you pay for Prescription Drug Products.

* Only certain Prescription Drug Products are available through mail order; please visit myuhc.com® or call Customer Care at the telephone number on the back of your ID card for more information. If you choose to opt out of Mail Order Network Pharmacy but do not inform us, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at the Retail Network Pharmacy.

**You will be charged a retail Co-payment and/or Co-insurance for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Other Important Information about your Outpatient Prescription Drug Benefits

The amounts you are required to pay is based on the Prescription Drug Charge for Network Benefits and the Out-of-Network Reimbursement Rate for out-of-Network Benefits. For out-of-Network Benefits, you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge. We will not reimburse you for any non-covered drug product.

For Prescription Drug Products at a retail Network Pharmacy, you are responsible for paying the lowest of the applicable Co-payment and/or Co-insurance, the Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product or the Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the applicable Co-payment and/or Co-insurance or the Prescription Drug Charge for that Prescription Drug Product. See the Co-payments and/or Co-insurance stated in the Benefit Information table for amounts.

For a single Co-payment and/or Co-insurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com[®] or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

You may be required to fill the first Prescription Drug Product order and obtain 2 refills through a retail pharmacy before using a mail order Network Pharmacy.

If you require certain Maintenance Medications, we may direct you to the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy to obtain those Maintenance Medications. If you choose not to obtain your Maintenance Medications from the Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy, you may opt-out of the Maintenance Medication Program by contacting us at myuhc.com[®] or the telephone number on your ID card. If you choose to opt out when directed to a Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy but do not inform us, you will be subject to the out-of-Network Benefit for that Prescription Drug Product after the allowed number of fills at Retail Network Pharmacy.

Certain Preventive Care Medications may be covered. You can get more information by contacting us at myuhc.com[®] or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com[®] or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

PHARMACY EXCLUSIONS

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

Exclusions

- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by us. Such determinations may be made up to six times during a calendar year, and we may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Experimental or Investigational or Unproven Services and medications; medications used for experimental treatments for specific diseases and/or dosage regimens determined by us to be experimental, investigational or unproven.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- Medications used for cosmetic purposes.
- Prescription Drug Products when prescribed to treat infertility.
- Certain Prescription Drug Products for tobacco cessation.
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless we have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that we have determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made up to six times during a calendar year. We may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease and prescription medical food products, even when used for the treatment of Sickness or Injury, except as required by coverage is provided in your Certificate for Enteral Formulas in Section 1 of the COC.

FLMPMAAA1619

Item# Rev. Date

213-15633 0319

R14-009/Sep/Advantage/41691/2018

UnitedHealthcare Insurance Company does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to Civil Rights Coordinator.

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator, United HealthCare Civil Rights Grievance, P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

ATENÇÃO: Se você fala português (Portuguese), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

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ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយភាសាខ្មែរ (Khmer) សេវាជំនួយភាសាដោយឥតគិតថ្លៃ គឺមានស្ថាប័ន។ សម្រាប់ព័ត៌មានបន្ថែម សូមទូរសព្ទទៅលេខឥតគិតថ្លៃ ដែលមាននៅលើអត្តសញ្ញាណប័ណ្ណរបស់អ្នក។

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ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

ATENCIÓN: Si habla español (Spanish), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

請注意：如果您說中文 (Chinese)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng Việt (Vietnamese), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어(Korean)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

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ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является русском (Russian). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

تنبيه: إذا كنت تتحدث العربية (Arabic)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال على رقم الهاتف المجاني الموجود على معرف العضوية.

ATANSYON: Si w pale Kreyòl ayisyen (Haitian Creole), ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

ATTENTION: Si vous parlez français (French), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (Polish), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

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Dental PPO Summary of Benefits Effective

10/1/2020

	NON-ORTHODONTICS		ORTHODONTICS	
	NETWORK	OUT-OF-NETWORK	NETWORK	OUT-OF-NETWORK
Individual Annual Calendar Year Deductible	\$50	\$50	\$0	\$0
Family Annual Calendar Year Deductible	\$150	\$150	\$0	\$0
Maximum (the sum of all Network and Out-of-Network benefits will not exceed Maximum Benefits)	\$3000 per person per Calendar Year	\$3000 per person per Calendar Year	\$1000 per person per Lifetime	\$1000 per person per Lifetime
Annual deductible applies to preventive and diagnostic services			No (In Network)	No (Out-of-Network)
Solstice BenefitsBooster Included (Increasing Calendar Year Maximum Benefit)			Yes	
Preventive Waiver Saver Included (P&D Services Do Not Accumulate Towards Annual Maximum)			No	
Orthodontic eligibility requirement			Adults and Children	
COVERED SERVICES	NETWORK PLAN PAYS*	OUT-OF-NETWORK PLAN PAYS**	BENEFIT GUIDELINES	
PREVENTIVE & DIAGNOSTIC SERVICES				
Periodic Oral Evaluation	100%	100%	Limited to two (2) times per consecutive twelve (12) months.	
Routine Radiographs	100%	100%	Bitewings: Limited to one (1) series of films per consecutive twelve (12) months.	
Non-Routine - Complete Series Radiographs	100%	100%	Complete Series/Panorex: Limited to one (1) time per consecutive thirty-six (36) months.	
Prophylaxis (Cleanings)	100%	100%	Limited to (2) prophylaxis in any twelve (12) consecutive months, to a maximum of (2) total prophylaxis and periodontal maintenance procedures in any twelve (12) consecutive months.	
Fluoride Treatment	100%	100%	Limited to Covered Persons under the age of sixteen (16) years, and to one (1) time per consecutive twelve (12) months.	
Sealants	100%	100%	Limited to Covered Persons under the age of sixteen (16) years, and to one (1) time per first or second unrestored permanent molar every consecutive thirty-six (36) months.	
Space Maintainers	100%	100%	Limited to Covered Persons under the age of sixteen (16) years, one (1) time per consecutive sixty (60) months. Benefit includes all adjustments within six (6) months of installation.	
Palliative Treatment	100%	100%	Covered as a separate benefit only if no other service, other than exam and radiographs, were done during the visit	
BASIC SERVICES				
Restorations (Amalgam or Composite)	100%	80%	Multiple restorations on one (1) surface will be treated as a single filling.	
Simple Extractions	100%	80%	Limited to one (1) time per tooth per lifetime.	
Oral Surgery (includes surgical extractions)	100%	80%	Extractions: Limited to one (1) time per tooth per lifetime.	
Periodontics - Surgical	100%	80%	Periodontal Surgery: Limited to one (1) quadrant or site per consecutive thirty-six (36) months per surgical area.	
Periodontics - Non Surgical	100%	80%	Scaling and Root Planing: Limited to one (1) time per quadrant per consecutive twenty-four (24) months. Periodontal Maintenance: Limited to two (2) periodontal maintenance in any twelve (12) consecutive months, to a maximum of two (2) total prophylaxis and periodontal maintenance procedures in any twelve(12) consecutive months.	
Endodontics	100%	80%		
Anesthetics	100%	80%	General Anesthesia: When clinically necessary.	
Adjunctive Services	100%	80%		
MAJOR SERVICES				
Inlays/Onlays/Crowns/Implants	60%	50%	Limited to one (1) time per tooth per consecutive sixty (60) months.	
Dentures and other Removable Prosthetics	60%	50%	Full Denture/Partial Denture: Limited to one (1) per consecutive sixty (60) months. No additional allowances for precision or semi precision attachments.	
Fixed Partial Dentures (Bridges)	60%	50%	Bridges: Limited to one (1) time per tooth per consecutive sixty (60) months	
ORTHODONTIC SERVICES				
Diagnose or correct misalignment of the teeth or bite	50%	50%	Limited to no more than twenty-four (24) months of treatment, with the initial payment of 20% at banding and remaining payment prorated over the course of treatment.	

*The network percentage of benefits is based on the discounted fees negotiated with the provider.

**Out-of-Network benefits are based on the participating provider contracted fees.

The above Summary of Benefits is for informational purposes only and is not an offer of coverage. Please note that the above table provides only a brief, general description of coverage and does not constitute a contract. For a complete listing of your coverage, including exclusions and limitations relating to your coverage, please refer to your Certificate of Coverage or contact your benefits administrator. If differences exist between this Summary of Benefits your Certificate of Coverage/benefits administrator, the Certificate of Coverage/benefits administrator will govern. All terms and conditions of coverage are subject to applicable state and federal laws. State mandates regarding benefit levels and age limitations may supersede plan design features.

Limitations, Non-Covered Services, and Exclusions

General Limitations

ALTERNATE BENEFIT – Your dental plan provides that where two or more professionally acceptable dental treatments for a dental condition exist, your plan bases reimbursement on the least costly treatment alternative. If you and your dentist agreed on a treatment which is more costly than the treatment on which the plan benefit is based, you will be responsible for the difference between the fee for service rendered and the fee covered by the plan. In addition, a pre-treatment estimate is recommended for any service estimated to cost over \$300; please consult your dentist.

BASIC RESTORATIONS – Multiple restorations on one (1) surface will be treated as a single filling.

BITEWING RADIOGRAPHS are limited to one (1) series of films per consecutive twelve (12) months.

COMPLETE SERIES OR PANOREX RADIOGRAPHS are limited to one (1) time per consecutive thirty-six (36) months.

DENTAL PROPHYLAXIS (CLEANINGS) are limited to (2) prophylaxis in any twelve (12) consecutive months, to a maximum of (2) total prophylaxis and periodontal maintenance procedures in any twelve (12) consecutive months.

EXTRACRANIAL RADIOGRAPHS are limited to two (2) films per consecutive twelve (12) months.

FLUORIDE TREATMENTS are limited to Covered Persons under the age of sixteen (16) years, and to one (1) time per consecutive twelve (12) months.

FULL OR PARTIAL DENTURES are limited to one (1) time every consecutive sixty (60) months. No additional allowances for precision or semi-precision attachments.

FULL-MOUTH DEBRIDEMENT is limited to one (1) time per consecutive thirty-six (36) months.

GENERAL ANESTHESIA, IV SEDATION are covered when necessary for one of the following reasons: toxicity to local anesthesia, mental retardation, Alzheimer's, spastic muscle disorders.

MAJOR RESTORATIONS – Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to one (1) time per consecutive sixty (60) months from initial or subsequent placement.

OCCUSAL GUARDS are limited to one (1) guard every consecutive sixty (60) months and only if prescribed to control habitual grinding.

ORAL EVALUATIONS - Periodic Oral Evaluation limited to two (2) times per consecutive twelve (12) months. Comprehensive Oral Evaluation limited to one (1) time per dentist per consecutive thirty-six (36) months, only if not in conjunction with other exams.

ORTHODONTIC SERVICES – When Orthodontic Services are covered under the plan, orthodontic services are limited to twenty-four (24) months of treatment, with the initial payment at banding of 20% and remaining payment prorated over the course of the treatment.

PALLIATIVE TREATMENT is covered as a separate benefit only if no other service, other than exam and radiographs, were done during the visit.

PERIODONTAL MAINTENANCE is limited to two (2) periodontal maintenance in any twelve (12) consecutive months, to a maximum of two (2) total prophylaxis and/or periodontal maintenance procedures in any twelve (12) consecutive months.

PERIODONTAL SURGERY – Hard tissue and soft tissue periodontal surgery is limited to one (1) time per quadrant or site per consecutive thirty-six (36) months.

PIN RETENTION is limited to two (2) pins per tooth; not covered in addition to Cast Restoration.

POST AND CORES are covered only for teeth that have had root canal therapy.

RELINING, REBASING AND TISSUE CONDITIONING DENTURES are limited to relining/rebasing performed more than six (6) months after the initial insertion. Thereafter, limited to one (1) time per consecutive thirty-six (36) months.

REPAIRS TO FULL DENTURES, PARTIAL DENTURES, BRIDGES are limited to repairs or adjustments performed more than twelve (12) months after the initial insertion. Limited to one (1) time per consecutive six (6) months.

REPLACEMENT OF crowns, bridges, and fixed or removable prosthetic appliances, if inserted prior to plan coverage, are covered after the patient has been eligible under the plan for twelve (12) continuous months.

REPLACEMENT OF missing natural teeth lost prior to the effective date of coverage are covered only after the patient has been eligible under the plan for twelve (12), continuous months.

SEALANTS are limited to Covered Persons under the age of sixteen (16) years and to one (1) time per first or second unrestored permanent molar every consecutive thirty-six (36) months.

SCALING AND ROOT PLANING is limited to one (1) time per quadrant per consecutive twenty-four (24) months. Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth, by report, is not covered when performed on the same day as root planing and scaling.

SEDATIVE FILLINGS are covered as a separate benefit only if no other service, other than X-rays and exam, were performed on the same tooth during the visit.

SPACE MAINTAINERS are limited to Covered Persons under the age of sixteen (16) years, one (1) time per consecutive sixty (60) months. Benefit includes all adjustments within six (6) months of installation.

Non-Covered Services

The following are **NOT** covered under the plan:

- Dental Services that are not Reasonable and/or Necessary.
- Hospital or other facility charges.
- Reconstructive surgery to the mouth or jaw.
- Any Procedures not directly associated with dental disease.
- Any Dental Procedure not performed in a dental setting.
- Procedures that are considered Experimental, Investigational or Unproven. This includes pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Coverage if the procedure is considered Experimental, Investigational or Unproven in the treatment of that particular condition.
- Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
- Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
- Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal.
- Treatment of malignant neoplasms or Congenital Anomalies of hard or soft tissue, including excision.
- If previously submitted for payment under the Plan within sixty (60) months of initial or subsequent placement, replacements of: (a) complete or partial dentures, (b) fixed bridgework, or (c) crowns. This includes retainers, habit appliances, and any fixed or removable interceptive orthodontic appliances.
- If damage or breakage was directly related to provider error, replacements of: (a) complete or partial dentures, (b) fixed bridgework, or (c) crowns. This type of replacement is the responsibility of the Dentist. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
- Temporomandibular joint (TMJ) services; upper and lower jaw bone surgery, including that related to the TMJ; and orthognathic surgery, or jaw alignment.
- Charges for failure to keep a scheduled appointment without giving the dental office twenty-four (24) hours notice.
- Expenses for dental procedures begun before enrollment under the plan.
- Prosthetic restoration that is fixed or removable for complete oral rehabilitation. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
- Attachments to conventional removable prosthesis or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.
- Incision and drainage of abscess, if the involved tooth is extracted on the same date of service.
- Occlusal guards used as safety items or for sports-related activities.
- Placement of fixed or partial dentures for the sole purpose of achieving periodontal stability.
- Dental Services otherwise Covered under the plan but rendered after the date individual Coverage under the plan terminates, including Dental Services for dental conditions arising prior to the date individual Coverage under the plan terminates.
- Acupuncture, cupressure, and other forms of alternative treatment, whether or
- Services for which the Copayments and/or the Deductibles are routinely waived by the provider.
- Crowns, inlays, cast restorations, or laboratory prepared restorations when the tooth/teeth may be restored with an amalgam or composite resin filling.
- Inlays, cast restorations, or other laboratory prepared restorations when used primarily for the purpose of splinting.
- Any charges related to histological review of diagnostic biopsy, material, or specimens submitted to a pathologist or pathology lab.
- Any charges related to infection control, denture duplication, oral hygiene instructions, radiograph duplication, charges for claim submission, equipment or technology fees, exams required by a third party, personal supplies, or replacement of lost or stolen appliances.
- Any Dental Services or Procedures not listed in the Schedule of Benefits.

Exclusions

This Policy excludes Coverage for Dental Service, unless otherwise specified in the Schedule of Benefits or a Rider, as follows:

- Illness, accident, treatment or medical condition arising out of:
 - war or act of war (whether declared or undeclared); participation in a felony, riot or insurrection;
 - service in the Armed Forces or units auxiliary thereto;
 - suicide, attempted suicide or intentionally self-inflicted injury;
 - aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; and,
 - with respect to blanket insurance, interscholastic sports.
- Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.
- Treatment provided in a government hospital; benefits provided under Medicare or other governmental program (except Medicaid), any State or Federal workers' compensation, employers' liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the Covered Person's immediate family; and services for which no charge is normally made;
- Services provided while the Covered Person is outside the United States, its possessions or the countries of Canada and Mexico are not Covered unless required as an Emergency Service.
- ILLEGAL OCCUPATION:** Solstice shall not be liable for any loss to which a contributing cause was your commission of or attempt to commit a felony or to which a contributing cause was you being engaged in an illegal occupation.
- INTOXICANTS AND NARCOTICS:** Solstice shall not be liable for any loss sustained or contracted in consequence of your being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.



Schedule of Benefits

Clear 70 Vision Plan

P.O. Box 19199
Plantation, FL 33318
Telephone: 877.760.2247
Fax: 954.370.1701
www.SolsticeBenefits.com

VISION PLAN HIGHLIGHTS

Members of the Clear 70 plan are eligible to receive benefits immediately upon the effective date of Coverage with:

- NO waiting periods, and
- NO deductibles.

Members are ultimately responsible for verification as to the accuracy and appropriateness of all applicable fees.

Members can choose either eyeglasses (which include frames and lenses) or contact lenses once per year. If a Member chooses eyeglasses one year, the Member can choose contact lenses the next year.

Members can choose a Solstice Vision Network Provider at www.SolsticeBenefits.com or contact Member Services at 877.760.2247 for a printed copy of the Network Provider Directory.

IN-NETWORK BENEFITS

Eye Exams and Lenses	Amount Member Pays
Eye Exams	\$10.00 Copay
Frames	100% after \$120.00 Allowance
Single Lenses†	\$25.00 Copay
Bifocal Lenses†	\$25.00 Copay
Trifocal Lenses†	\$25.00 Copay
Lenticular	\$25.00 Copay
Standard Progressive	\$48.00 Copay
Lens Options	
UV Coating	\$15.00 Copay
Anti-reflective Standard	\$35.00 Copay
Basic Polycarbonate**	No Copay age 19 and under \$30.00 Copay age 20 and over
Contact Lenses	
Elective Contact Lenses*	100% after \$110.00 Allowance
Medically Necessary Contact Lenses*	\$0.00

OUT-OF-NETWORK BENEFITS

Eye Exams and Lenses	Member Reimbursement
Eye Exams	Up to \$30.00
Frames	Up to \$30.00
Single Lenses†	Up to \$25.00
Bifocal Lenses†	Up to \$35.00
Trifocal Lenses†	Up to \$45.00
Contact Lenses	
Elective Contact Lenses*	Up to \$85.00
Medically Necessary Contact Lenses*	Up to \$150.00

EXCLUSIONS:

1. Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing
2. Medical and/or surgical treatment of one or both eyes or supporting structures of the eyes
3. Corrective eyewear required by an employer as a condition of employment
4. Services provided as a result of any workers' compensation law or similar legislation, or required by any governmental agency or program whether federal, state, or subdivisions thereof
5. Plano non-prescription lenses and non-prescription sunglasses
6. Vision Services or Materials provided by any other group benefit plan providing vision care
7. Aniseikonic lenses
8. Special lens designs or coatings other than those previously described
9. Replacement of lost or stolen eyewear
10. Contact lenses and eyeglasses in the same benefit cycle
11. Vision Services not performed by licensed personnel
12. Two pairs of eyeglasses in lieu of a bifocal

LIMITATIONS:

1. Exams, frames/deluxe frames and lenses, or contacts are limited to one (1) time per consecutive twelve (12) months
2. *Allowance is for fitting, evaluation, follow-up care, and Materials
3. **Single vision only for Basic Polycarbonate lenses
4. † Basic plastic or glass lenses only
5. A pair of Single, Bifocal, or Trifocal lenses limited to one (1) time per consecutive twelve (12) months
6. Medically Necessary Contact Lenses:
In-Network - fully covered, pre-authorization required
Out-of-Network - covered up to \$150.00, pre-authorization required
Limited to Aphakia, Keratoconus, severe Anisometropia, and Irregular Corneal Astigmatism
7. 20% discount applies to all procedures not listed in this Schedule of Benefits, but this discount may not apply at all retail chains



Administered and Underwritten by Solstice Benefits, Inc., a Life and Health Insurer under the Florida Insurance Code
authorized to write Prepaid Limited Health Service Organization business



S200B Dental Plan Schedule of Benefits

Solstice
PO Box 19199
Plantation, FL 33318
Telephone: 877-760-2247
Fax: 954-370-1701
www.mysolstice.net

Members of the S200B Dental Plan are eligible to receive benefits immediately upon the effective date of coverage with:

- No waiting periods
- No deductibles or maximums
- No claim forms to submit

The member co-payments listed are offered by Network General Dentists. The member receives:

- Most diagnostic & preventive care at no charge
- Cosmetic & orthodontia treatment covered

Members can locate a participating provider at

www.SolsticeBenefits.com

Member Services Department: 1.877.760.2247

The member is ultimately responsible for verifications of the accuracy and appropriateness of all fees applicable to any dental benefit provided by a network provider. We urge all of members to verify all fees for proposed treatment via this "Schedule of Benefits" and/or with our Member Services Department prior to treatment.

The following Member co-payments apply when a Network General Dentist performs services. An "*" denotes limitations on certain benefits (see "Exclusions/Limitations").

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
CLINICAL ORAL EVALUATIONS			D0230	Intraoral - periapical each additional radiographic image	2.00
D0120	*Periodic oral evaluation - established patient	No charge	D0240	Intraoral - occlusal radiographic image	No charge
D0140	Limited oral evaluation - problem focused	No charge	D0250	Extra-oral - 2d projection radiographic image created using a stationary radiation source, and detector	No charge
D0145	*Oral evaluation for a patient under three years of age and counseling with primary caregiver	No charge	D0251	*Extra-oral posterior dental radiographic image	No charge
D0150	*Comprehensive oral evaluation - new or established patient	No charge	D0270	*Bitewing - single radiographic image	No charge
D0160	*Detailed and extensive oral evaluation - problem focused, by report	No charge	D0272	*Bitewings - two radiographic images	No charge
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	No charge	D0273	*Bitewings - three radiographic images	No charge
D0171	Re-evaluation - post-operative office visit	No charge	D0274	*Bitewings - four radiographic images	No charge
D0180	*Comprehensive periodontal evaluation - new or established patient	No charge	D0277	*Vertical bitewings - 7 to 8 radiographic images	20.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	25.00	D0310	Sialography	150.00
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed	No charge	D0320	Temporomandibular joint arthrogram, including injection	250.00
D9440	Office visit - after regularly scheduled hours	25.00	D0321	Other temporomandibular joint radiographic images, by report	150.00
D9450	Case presentation, detailed and extensive treatment planning	No charge	D0322	Tomographic survey	150.00
D9986	Missed appointment	25.00	D0330	*Panoramic radiographic image	35.00
DIAGNOSTIC IMAGING			D0340	2d cephalometric radiographic image - acquisition, measurement and analysis	75.00
D0210	*Intraoral - complete series of radiographic images	No charge	D0350	2d oral/facial photographic image obtained intra-orally or extra-orally	20.00
D0220	Intraoral - periapical first radiographic image	4.00	D0364	*Cone beam ct capture and interpretation with limited field of view - less than one whole jaw	140.00
			D0365	*Cone beam ct capture and interpretation with field of view of one full dental arch - mandible	130.00

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
D0366	*Cone beam ct capture and interpretation with field of view of one full dental arch – maxilla, with or without cranium	130.00	D0502	Other oral pathology procedures, by report	No charge
D0367	*Cone beam ct capture and interpretation with field of view of both jaws; with or without cranium	175.00	D0600	Non-ionizing diagnostic procedure capable of quantifying, monitoring, and recording changes in structure of enamel, dentin, and cementum	No charge
D0368	*Cone beam ct capture and interpretation for tmj series including two or more exposures	130.00	D0601	Caries risk assessment and documentation, with a finding of low risk	No charge
D0369	*Maxillofacial mri capture and interpretation	180.00	D0602	Caries risk assessment and documentation, with a finding of moderate risk	No charge
D0370	*Maxillofacial ultrasound capture and interpretation	160.00	D0603	Caries risk assessment and documentation, with a finding of high risk	No charge
D0371	*Sialoendoscopy capture and interpretation	160.00	DENTAL PROPHYLAXIS		
D0380	*Cone beam ct image capture with limited field of view – less than one whole jaw	140.00	D1110	*Prophylaxis - adult	No charge
D0381	*Cone beam ct image capture with field of view of one full dental arch – mandible	130.00	D1110	Additional prophylaxis - adult	15.00
D0382	*Cone beam ct image capture with field of view of one full dental arch – maxilla, with or without cranium	130.00	D1120	*Prophylaxis - child	No charge
D0383	*Cone beam ct image capture with field of view of both jaws; with or without cranium	175.00	D1120	Additional prophylaxis - child	15.00
D0384	*Cone beam ct image capture for tmj series including two or more exposures	130.00	TOPICAL FLUORIDE TREATMENT (OFFICE PROCEDURE)		
D0385	*Maxillofacial mri image capture	160.00	D1206	*Topical application of fluoride varnish	5.00
D0386	*Maxillofacial ultrasound image capture	160.00	D1208	*Topical application of fluoride – excluding varnish	No charge
D0393	*Treatment simulation using 3d image volume	No charge	D9910	*Application of desensitizing medicament	20.00
D0394	*Digital subtraction of two or more images or image volumes of the same modality	No charge	OTHER PREVENTIVE SERVICES		
D0395	*Fusion of two or more 3d image volumes of one or more modalities	No charge	D1310	Nutritional counseling for control of dental disease	No charge
TESTS AND EXAMINATIONS			D1320	Tobacco counseling for the control and prevention of oral disease	No charge
D0415	Collection of microorganisms for culture and sensitivity	No charge	D1330	Oral hygiene instructions	No charge
D0425	Caries susceptibility tests	No charge	D1351	*Sealant - per tooth	No charge
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures	65.00	D1352	*Preventive resin restoration in a moderate to high caries risk patient – permanent tooth	No charge
D0460	Pulp vitality tests	No charge	D1353	Sealant repair – per tooth	No charge
D0470	Diagnostic casts	No charge	D1354	*Interim caries arresting medicament application – per tooth	20.00
ORAL PATHOLOGY LABORATORY			SPACE MAINTAINERS (PASSIVE APPLIANCES)		
D0472	Accession of tissue, gross examination, preparation and transmission of written report	No charge	D1510	*Space maintainer - fixed - unilateral	No charge
D0473	Accession of tissue, gross and microscopic examination, preparation and transmission of written report	No charge	D1516	*Space maintainer – fixed – bilateral, maxillary	No charge
D0474	Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report	No charge	D1517	*Space maintainer – fixed – bilateral, mandibular	No charge
D0480	Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report	No charge	D1520	*Space maintainer - removable - unilateral	No charge
D0486	Laboratory accession of transepithelial cytologic sample, microscopic examination, preparation and transmission of written report	No charge	D1526	*Space maintainer – removable – bilateral, maxillary	No charge
			D1527	*Space maintainer – removable – bilateral, mandibular	No charge
			D1551	Re-cement or re-bond bilateral space maintainer - maxillary	10.00
			D1552	Re-cement or re-bond bilateral space maintainer - mandibular	10.00
			D1553	Re-cement or re-bond unilateral space maintainer - per quadrant	10.00
			D1556	Removal of fixed unilateral space maintainer - per quadrant	10.00

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
D1557	Removal of fixed bilateral space maintainer - maxillary	10.00	D2663	Onlay - resin-based composite - three surfaces	245.00
D1558	Removal of fixed bilateral space maintainer - mandibular	10.00	D2664	Onlay - resin-based composite - four or more surfaces	275.00
D1575	Distal shoe space maintainer - fixed - unilateral	No charge	CROWNS - SINGLE RESTORATIONS ONLY		
AMALGAMS RESTORATIONS (INCLUDING POLISHING)			D2710	*Crown - resin-based composite (indirect)	195.00
D2140	Amalgam - one surface, primary or permanent	No charge	D2712	*Crown - ¾ resin-based composite (indirect)	195.00
D2150	Amalgam - two surfaces, primary or permanent	No charge	D2720	*Crown - resin with high noble metal	195.00*
D2160	Amalgam - three surfaces, primary or permanent	No charge	D2721	*Crown - resin with predominantly base metal	195.00*
D2161	Amalgam - four or more surfaces, primary or permanent	No charge	D2722	*Crown - resin with noble metal	195.00*
RESIN BASED COMPOSITE RESTORATIONS - DIRECT			D2740	*Crown - porcelain/ceramic	195.00*
D2330	Resin-based composite - one surface, anterior	20.00	D2750	*Crown - porcelain fused to high noble metal	195.00*
D2331	Resin-based composite - two surfaces, anterior	32.00	D2751	*Crown - porcelain fused to predominantly base metal	195.00*
D2332	Resin-based composite - three surfaces, anterior	40.00	D2753	*Crown - porcelain fused to titanium and titanium alloys	195.00*
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	70.00	D2752	*Crown - porcelain fused to noble metal	195.00*
D2390	Resin-based composite crown, anterior	100.00	D2780	*Crown - 3/4 cast high noble metal	195.00*
D2391	Resin-based composite - one surface, posterior	45.00	D2781	*Crown - 3/4 cast predominantly base metal	195.00*
D2392	Resin-based composite - two surfaces, posterior	65.00	D2782	*Crown - 3/4 cast noble metal	195.00*
D2393	Resin-based composite - three surfaces, posterior	80.00	D2783	*Crown - 3/4 porcelain/ceramic	195.00*
D2394	Resin-based composite - four or more surfaces, posterior	95.00	D2790	*Crown - full cast high noble metal	195.00*
GOLD FOIL RESTORATIONS			D2791	*Crown - full cast predominantly base metal	195.00*
D2410	Gold foil - one surface	65.00	D2792	*Crown - full cast noble metal	195.00*
D2420	Gold foil - two surfaces	90.00	D2794	*Crown - titanium	195.00*
D2430	Gold foil - three surfaces	120.00	D2799	*Provisional crown- further treatment or completion of diagnosis necessary prior to final impression	125.00
INLAY/ONLAY RESTORATIONS			OTHER RESTORATIVE SERVICES		
D2510	Inlay - metallic - one surface	80.00	D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	10.00
D2520	Inlay - metallic - two surfaces	90.00	D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	10.00
D2530	Inlay - metallic - three or more surfaces	115.00	D2920	Re-cement or re-bond crown	10.00
D2542	Onlay - metallic - two surfaces	250.00	D2921	Reattachment of tooth fragment, incisal edge or cusp	10.00
D2543	Onlay - metallic - three surfaces	270.00	D2929	*Prefabricated porcelain/ceramic crown - primary tooth	34.00*
D2544	Onlay - metallic - four or more surfaces	290.00	D2930	Prefabricated stainless steel crown - primary tooth	35.00
D2610	Inlay - porcelain/ceramic - one surface	225.00*	D2931	Prefabricated stainless steel crown - permanent tooth	40.00
D2620	Inlay - porcelain/ceramic - two surfaces	250.00*	D2932	Prefabricated resin crown	90.00
D2630	Inlay - porcelain/ceramic - three or more surfaces	275.00*	D2933	Prefabricated stainless steel crown with resin window	135.00
D2642	Onlay - porcelain/ceramic - two surfaces	310.00*	D2940	Protective restoration	5.00
D2643	Onlay - porcelain/ceramic - three surfaces	340.00*	D2941	Interim therapeutic restoration - primary dentition	5.00
D2644	Onlay - porcelain/ceramic - four or more surfaces	350.00*	D2949	Restorative foundation for an indirect restoration	20.00
D2650	Inlay - resin-based composite - one surface	180.00	D2950	Core buildup, including any pins when required	35.00
D2651	Inlay - resin-based composite - two surfaces	200.00	D2951	Pin retention - per tooth, in addition to restoration	10.00
D2652	Inlay - resin-based composite - three or more surfaces	250.00			
D2662	Onlay - resin-based composite - two surfaces	225.00			

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
D2952	Post and core in addition to crown, indirectly fabricated	80.00		ENDODONTIC RETREATMENT	
D2953	Each additional indirectly fabricated post - same tooth	95.00	D3346	Retreatment of previous root canal therapy - anterior	250.00
D2954	Prefabricated post and core in addition to crown	75.00	D3347	Retreatment of previous root canal therapy - premolar	285.00
D2955	Post removal	20.00	D3348	Retreatment of previous root canal therapy - molar	350.00
D2957	Each additional prefabricated post - same tooth	30.00		APEXIFICATION/RECALCIFICATION PROCEDURES	
D2960	Labial veneer (resin laminate) - chairside	200.00	D3351	Apexification/recalcification - initial visit (apical closure / calcific repair of perforations, root resorption, etc.)	90.00
D2961	Labial veneer (resin laminate) - laboratory	225.00*	D3352	Apexification/recalcification - interim medication replacement	90.00
D2962	Labial veneer (porcelain laminate) - laboratory	350.00*	D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	90.00
D2971	Additional procedures to construct new crown under existing partial denture framework	45.00		APICOECTOMY/PERIRADICULAR SERVICES	
D2975	Coping	95.00	D3410	Apicoectomy - anterior	96.00
D2980	Crown repair necessitated by restorative material failure	95.00	D3421	Apicoectomy - premolar (first root)	300.00
D2981	Inlay repair necessitated by restorative material failure	95.00	D3425	Apicoectomy - molar (first root)	150.00
D2982	Onlay repair necessitated by restorative material failure	95.00	D3426	Apicoectomy (each additional root)	75.00
D2983	Veneer repair necessitated by restorative material failure	95.00	D3427	Periradicular surgery without apicoectomy	96.00
D2990	Resin infiltration of incipient smooth surface lesions	29.00	D3428	Bone graft in conjunction with periradicular surgery - per tooth, single site	32.00
	PULP CAPPING		D3429	Bone graft in conjunction with periradicular surgery - each additional contiguous tooth in the same surgical site	25.00
D3110	Pulp cap - direct (excluding final restoration)	10.00	D3430	Retrograde filling - per root	55.00
D3120	Pulp cap - indirect (excluding final restoration)	10.00	D3431	Biologic materials to aid in soft and osseous tissue regeneration in conjunction with periradicular surgery	150.00
	PULPOTOMY		D3432	Guided tissue regeneration, resorbable barrier, per site, in conjunction with periradicular surgery	150.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	20.00	D3450	Root amputation - per root	85.00
D3221	Pulpal debridement, primary and permanent teeth	95.00	D3460	Endodontic endosseous implant	535.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	75.00	D3470	Intentional reimplantation (including necessary splinting)	175.00
	ENDODONTIC THERAPY ON PRIMARY TEETH			OTHER ENDODONTIC PROCEDURES	
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	40.00	D3910	Surgical procedure for isolation of tooth with rubber dam	95.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	40.00	D3920	Hemisection (including any root removal), not including root canal therapy	80.00
	ENDODONTIC THERAPY (INCLUDING TREATMENT PLAN, CLINICAL PROCEDURES & FOLLOW-UP CARE)		D3950	Canal preparation and fitting of preformed dowel or post	75.00
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	100.00		SURGICAL SERVICES (INCLUDING USUAL POSTOPERATIVE CARE)	
D3320	Endodontic therapy, premolar tooth (excluding final restoration)	175.00	D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	175.00
D3330	Endodontic therapy, molar tooth (excluding final restoration)	210.00	D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	66.00
D3331	Treatment of root canal obstruction; non-surgical access	85.00	D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	40.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	75.00			
D3333	Internal root repair of perforation defects	125.00			

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	163.00	D4342	*Periodontal scaling and root planing - one to three teeth per quadrant	29.00†
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	150.00	D4346	Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation	35.00†
D4245	Apically positioned flap	150.00	D4355	*Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit	35.00†
D4249	Clinical crown lengthening – hard tissue	175.00	D4381	*Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth	45.00†
D4260	Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant	375.00	OTHER PERIODONTAL SERVICES		
D4261	Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant	325.00	D4910	*Periodontal maintenance	40.00
D4263	Bone replacement graft – retained natural tooth – first site in quadrant	450.00	D4910	Additional Periodontal maintenance procedures	100.00
D4264	Bone replacement graft – retained natural tooth – each additional site in quadrant	325.00	D4920	Unscheduled dressing change (by someone other than treating dentist or their staff)	20.00
D4265	Biologic materials to aid in soft and osseous tissue regeneration	325.00	D4921	Gingival irrigation – per quadrant	15.00
D4266	Guided tissue regeneration - resorbable barrier, per site	325.00	D4999	Unspecified periodontal procedure, by report	No charge
D4267	Guided tissue regeneration - nonresorbable barrier, per site (includes membrane removal)	325.00	COMPLETE DENTURES (INCLUDING ROUTINE POST-DELIVERY CARE)		
D4268	Surgical revision procedure, per tooth	No charge	D5110	*Complete denture - maxillary	210.00*
D4270	Pedicle soft tissue graft procedure	235.00	D5120	*Complete denture - mandibular	210.00*
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft	280.00	D5130	*Immediate denture - maxillary	210.00*
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	100.00	D5140	*Immediate denture - mandibular	210.00*
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft	502.00	PARTIAL DENTURES (INCLUDING ROUTINE POST-DELIVERY CARE)		
D4276	Combined connective tissue and double pedicle graft, per tooth	65.00	D5211	*Maxillary partial denture – resin base (including, retentive/clasping materials, rests, and teeth)	210.00*
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant or edentulous tooth position in graft	215.00	D5212	*Mandibular partial denture – resin base (including, retentive/clasping materials, rests, and teeth)	210.00*
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant or edentulous tooth position in same graft site	75.00	D5213	*Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	220.00*
D4283	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – each additional contiguous tooth, implant or edentulous tooth position in same graft site	250.00	D5214	*Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	220.00*
D4285	Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) – each additional contiguous tooth, implant or edentulous tooth position in same graft site	392.00	D5221	*Immediate maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	230.00*
NON SURGICAL PERIODONTAL SERVICE			D5222	*Immediate mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	230.00*
D4320	Provisional splinting - intracoronal	100.00	D5223	*Immediate maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	240.00*
D4321	Provisional splinting - extracoronal	100.00	D5224	*Immediate mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	240.00*
D4341	*Periodontal scaling and root planing - four or more teeth per quadrant	36.00†	D5225	*Maxillary partial denture - flexible base (including any clasps, rests and teeth)	220.00*
			D5226	*Mandibular partial denture - flexible base (including any clasps, rests and teeth)	220.00*
			D5282	*Removable unilateral partial denture – one piece cast metal (including clasps and teeth), maxillary	235.00*

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D5283	*Removable unilateral partial denture – one piece cast metal (including clasps and teeth), mandibular	235.00*		OTHER REMOVABLE PROSTHESIS	
	ADJUSTMENTS TO DENTURES		D5850	Tissue conditioning, maxillary	25.00
D5410	Adjust complete denture - maxillary	8.00	D5851	Tissue conditioning, mandibular	25.00
D5411	Adjust complete denture - mandibular	8.00	D5862	Precision attachment, by report	150.00
D5421	Adjust partial denture - maxillary	10.00	D5899	Unspecified removable prosthodontic procedure, by report	No charge
D5422	Adjust partial denture - mandibular	10.00		NON-CLINICAL PROCEDURES	
	REPAIRS TO COMPLETE DENTURES		D5982	Surgical stent	100.00*
D5511	*Repair broken complete denture base, mandibular	15.00*	D5987	Commissure splint	100.00*
D5512	*Repair broken complete denture base, maxillary	15.00*	D5988	Surgical splint	100.00*
D5520	*Replace missing or broken teeth - complete denture (each tooth)	10.00*		PRE-SURGICAL SERVICES	
	REPAIRS TO PARTIAL DENTURES		D6190	Radiographic/surgical implant index, by report	235.00
D5611	*Repair resin partial denture base, mandibular	15.00*		SURGICAL SERVICES	
D5612	*Repair resin partial denture base, maxillary	15.00*	D6010	*Surgical placement of implant body: endosteal implant	950.00
D5621	*Repair cast partial framework, mandibular	30.00*	D6012	*Surgical placement of interim implant body for transitional prosthesis: endosteal implant	950.00
D5622	*Repair cast partial framework, maxillary	30.00*	D6100	Implant removal, by report	700.00
D5630	*Repair or replace broken retentive clasping materials – per tooth	15.00*		IMPLANT SUPPORTED PROSTHETICS	
D5640	*Replace broken teeth - per tooth	10.00*	D6056	*Prefabricated abutment – includes modification and placement	385.00
D5650	*Add tooth to existing partial denture	30.00*	D6057	*Custom fabricated abutment – includes placement	495.00
D5660	*Add clasp to existing partial denture - per tooth	30.00*	D6058	*Abutment supported porcelain/ceramic crown	695.00
D5670	*Replace all teeth and acrylic on cast metal framework (maxillary)	100.00*	D6059	*Abutment supported porcelain fused to metal crown (high noble metal)	695.00
D5671	*Replace all teeth and acrylic on cast metal framework (mandibular)	100.00*	D6060	*Abutment supported porcelain fused to metal crown (predominantly base metal)	695.00
D5710	*Rebase complete maxillary denture	75.00*	D6061	*Abutment supported porcelain fused to metal crown (noble metal)	695.00
D5711	*Rebase complete mandibular denture	75.00*	D6062	*Abutment supported cast metal crown (high noble metal)	695.00
D5720	*Rebase maxillary partial denture	75.00*	D6063	*Abutment supported cast metal crown (predominantly base metal)	695.00
D5721	*Rebase mandibular partial denture	75.00*	D6064	*Abutment supported cast metal crown (noble metal)	695.00
D5730	*Reline complete maxillary denture (chairside)	45.00*	D6065	*Implant supported porcelain/ceramic crown	695.00
D5731	*Reline complete mandibular denture (chairside)	45.00*	D6066	*Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)	695.00
D5740	*Reline maxillary partial denture (chairside)	45.00*	D6067	*Implant supported metal crown (titanium, titanium alloy, high noble metal)	695.00
D5741	*Reline mandibular partial denture (chairside)	45.00*	D6068	*Abutment supported retainer for porcelain/ceramic fpd	695.00
D5750	*Reline complete maxillary denture (laboratory)	35.00*	D6069	*Abutment supported retainer for porcelain fused to metal fpd (high noble metal)	695.00
D5751	*Reline complete mandibular denture (laboratory)	35.00*	D6070	*Abutment supported retainer for porcelain fused to metal fpd (predominantly base metal)	695.00
D5760	*Reline maxillary partial denture (laboratory)	35.00*	D6071	*Abutment supported retainer for porcelain fused to metal fpd (noble metal)	695.00
D5761	*Reline mandibular partial denture (laboratory)	35.00*	D6072	*Abutment supported retainer for cast metal fpd (high noble metal)	695.00
	INTERIM PROSTHESIS				
D5810	*Interim complete denture (maxillary)	220.00*			
D5811	*Interim complete denture (mandibular)	220.00*			
D5820	*Interim partial denture (maxillary)	220.00*			
D5821	*Interim partial denture (mandibular)	220.00*			

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D6073	*Abutment supported retainer for cast metal fpd (predominantly base metal)	695.00	D6120	*Implant supported retainer – porcelain fused to titanium and titanium alloys	695.00
D6074	*Abutment supported retainer for cast metal fpd (noble metal)	695.00	D6121	*Implant supported retainer for metal FPD – predominantly base alloys	695.00
D6075	*Implant supported retainer for ceramic fpd	695.00	D6122	*Implant supported retainer for metal FPD – noble alloys	695.00
D6076	*Implant supported retainer for porcelain fused to metal fpd (titanium, titanium alloy, or high noble metal)	695.00	D6123	*Implant supported retainer for metal FPD – titanium and titanium alloys	695.00
D6077	*Implant supported retainer for cast metal fpd (titanium, titanium alloy, or high noble metal)	695.00	OTHER IMPLANT SERVICES		
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	36.00†	D6080	Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments	180.00
D6082	*Implant supported crown - porcelain fused to predominantly base alloys	695.00	D6090	Repair implant supported prosthesis, by report	400.00
D6083	*Implant supported crown - porcelain fused to noble alloys	695.00	D6092	Re-cement or re-bond implant/abutment supported crown	45.00
D6084	*Implant supported crown - porcelain fused to titanium and titanium alloys	695.00	D6093	Re-cement or re-bond implant/abutment supported fixed partial denture	65.00
D6085	Provisional implant crown	125.00	D6095	Repair implant abutment, by report	220.00
D6086	*Implant supported crown - predominantly base alloys	695.00	D6096	Remove broken implant retaining screw	500.00
D6087	*Implant supported crown - noble alloys	695.00	FIXED PARTIAL DENTURE PONTICS		
D6088	*Implant supported crown - titanium and titanium alloys	695.00	D6205	*Pontic - indirect resin based composite	695.00
D6094	*Abutment supported crown - titanium and titanium alloys	695.00	D6210	*Pontic - cast high noble metal	195.00*
D6097	*Abutment supported crown - porcelain fused to titanium and titanium alloys	695.00	D6211	*Pontic - cast predominantly base metal	195.00*
D6098	*Implant supported retainer - porcelain fused to predominantly base alloys	695.00	D6212	*Pontic - cast noble metal	195.00*
D6099	*Implant supported retainer for FPD - porcelain fused to noble alloys	695.00	D6214	*Pontic - titanium	195.00*
D6110	*Implant /abutment supported removable denture for edentulous arch – maxillary	1200.00	D6240	*Pontic - porcelain fused to high noble metal	195.00*
D6111	*Implant /abutment supported removable denture for edentulous arch – mandibular	1200.00	D6241	*Pontic - porcelain fused to predominantly base metal	195.00*
D6112	*Implant /abutment supported removable denture for partially edentulous arch – maxillary	940.00	D6242	*Pontic - porcelain fused to noble metal	195.00*
D6113	*Implant /abutment supported removable denture for partially edentulous arch – mandibular	940.00	D6243	*Pontic - porcelain fused to titanium and titanium alloys	195.00*
D6114	*Implant /abutment supported fixed denture for edentulous arch – maxillary	3800.00	D6245	*Pontic - porcelain/ceramic	195.00*
D6115	*Implant /abutment supported fixed denture for edentulous arch – mandibular	3800.00	D6250	*Pontic - resin with high noble metal	195.00*
D6116	*Implant /abutment supported fixed denture for partially edentulous arch – maxillary	2200.00	D6251	*Pontic - resin with predominantly base metal	195.00*
D6117	*Implant /abutment supported fixed denture for partially edentulous arch – mandibular	2200.00	D6252	*Pontic - resin with noble metal	195.00*
D6118	*Implant/abutment supported interim fixed denture for edentulous arch – mandibular	1760.00	D6253	*Provisional pontic - further treatment or completion of diagnosis necessary prior to final impression	No charge
D6119	*Implant/abutment supported interim fixed denture for edentulous arch – maxillary	1760.00	FIXED PARTIAL DENTURE RETAINERS - INLAYS/ONLAYS		
			D6545	Retainer - cast metal for resin bonded fixed prosthesis	180.00
			D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis	225.00*
			D6600	Retainer inlay - porcelain/ceramic, two surfaces	195.00*
			D6601	Retainer inlay - porcelain/ceramic, three or more surfaces	195.00*
			D6602	Retainer inlay - cast high noble metal, two surfaces	195.00*

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D6603	Retainer inlay - cast high noble metal, three or more surfaces	195.00*	D6793	*Provisional retainer crown - further treatment or completion of diagnosis necessary prior to final impression	125.00
D6604	Retainer inlay - cast predominantly base metal, two surfaces	195.00*	D6794	*Retainer crown - titanium	195.00*
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces	195.00*	OTHER FIXED PARTIAL DENTURE SERVICES		
D6606	Retainer inlay - cast noble metal, two surfaces	195.00*	D6930	Re-cement or re-bond fixed partial denture	10.00
D6607	Retainer inlay - cast noble metal, three or more surfaces	195.00*	D6940	Stress breaker	125.00
D6608	Retainer onlay - porcelain/ceramic, two surfaces	195.00*	D6950	Precision attachment	125.00
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces	195.00*	D6980	Fixed partial denture repair necessitated by restorative material failure	80.00
D6610	Retainer onlay - cast high noble metal, two surfaces	195.00*	EXTRACTIONS (INCLUDES LOCAL ANESTHESIA, SUTURING, IF NEEDED, AND ROUTINE POST OPERATIVE CARE)		
D6611	Retainer onlay - cast high noble metal, three or more surfaces	195.00*	D7111	Extraction, coronal remnants – primary tooth	45.00
D6612	Retainer onlay - cast predominantly base metal, two surfaces	195.00*	D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	10.00
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces	195.00*	D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	25.00
D6614	Retainer onlay - cast noble metal, two surfaces	195.00*	OTHER SURGICAL PROCEDURES		
D6615	Retainer onlay - cast noble metal, three or more surfaces	195.00*	D7220	Removal of impacted tooth - soft tissue	40.00
D6624	Retainer inlay - titanium	195.00*	D7230	Removal of impacted tooth - partially bony	55.00
D6634	Retainer onlay - titanium	195.00*	D7240	Removal of impacted tooth - completely bony	63.00
FIXED PARTIAL DENTURE RETAINERS - CROWNS			D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	100.00
D6710	*Retainer crown - indirect resin based composite	195.00*	D7250	Removal of residual tooth roots (cutting procedure)	25.00
D6720	*Retainer crown - resin with high noble metal	195.00*	D7251	Coronectomy – intentional partial tooth removal	270.00
D6721	*Retainer crown - resin with predominantly base metal	195.00*	D7260	Oroantral fistula closure	160.00
D6722	*Retainer crown - resin with noble metal	195.00*	D7261	Primary closure of a sinus perforation	275.00
D6740	*Retainer crown - porcelain/ceramic	195.00*	D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	50.00
D6750	*Retainer crown - porcelain fused to high noble metal	195.00*	D7272	Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)	100.00
D6751	*Retainer crown - porcelain fused to predominantly base metal	195.00*	D7280	Exposure of an unerupted tooth	125.00
D6752	*Retainer crown - porcelain fused to noble metal	195.00*	D7282	Mobilization of erupted or malpositioned tooth to aid eruption	125.00
D6753	*Retainer crown - porcelain fused to titanium and titanium alloys	195.00*	D7283	Placement of device to facilitate eruption of impacted tooth	80.00
D6780	*Retainer crown - 3/4 cast high noble metal	195.00*	D7285	Incisional biopsy of oral tissue-hard (bone, tooth)	115.00
D6781	*Retainer crown - 3/4 cast predominantly base metal	195.00*	D7286	Incisional biopsy of oral tissue-soft	60.00
D6782	*Retainer crown - 3/4 cast noble metal	195.00*	D7287	Exfoliative cytological sample collection	50.00
D6783	*Retainer crown - 3/4 porcelain/ceramic	195.00*	D7288	Brush biopsy - transepithelial sample collection	25.00
D6784	*Retainer crown ¾ - titanium and titanium alloys	195.00*	D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report	30.00
D6790	*Retainer crown - full cast high noble metal	195.00*	ALVEOLOPLASTY - SURGICAL PREPARATION OF RIDGE		
D6791	*Retainer crown - full cast predominantly base metal	195.00*	D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	20.00
D6792	*Retainer crown - full cast noble metal	195.00*			

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D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	20.00	D7970	Excision of hyperplastic tissue - per arch	140.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	50.00	D7971	Excision of pericoronal gingiva	102.00
D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	50.00	D7972	Surgical reduction of fibrous tuberosity	125.00
	VESTIBULOPLASTY			LIMITED ORTHODONTIC TREATMENT	
D7340	Vestibuloplasty - ridge extension (secondary epithelialization)	370.00	D8010	Limited orthodontic treatment of the primary dentition	1000.00
D7350	Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)	990.00	D8020	Limited orthodontic treatment of the transitional dentition	1000.00
	SURGICAL EXCISION OF SOFT TISSUE LESIONS		D8030	Limited orthodontic treatment of the adolescent dentition	1000.00
D7410	Excision of benign lesion up to 1.25 cm	25.00	D8040	Limited orthodontic treatment of the adult dentition	1350.00
D7411	Excision of benign lesion greater than 1.25 cm	50.00		COMPREHENSIVE ORTHODONTIC TREATMENT	
D7412	Excision of benign lesion, complicated	55.00	D8070	Comprehensive orthodontic treatment of the transitional dentition	1800.00
	SURGICAL EXCISION OF INTRA-OSSEOUS LESIONS		D8080	Comprehensive orthodontic treatment of the adolescent dentition	1850.00
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	65.00	D8090	Comprehensive orthodontic treatment of the adult dentition	1950.00
	EXCISION OF BONE TISSUE			MINOR TREATMENT TO CONTROL HARMFUL HABITS	
D7471	Removal of lateral exostosis (maxilla or mandible)	95.00	D8210	*Removable appliance therapy	103.00
D7472	Removal of torus palatinus	95.00	D8220	*Fixed appliance therapy	103.00
D7473	Removal of torus mandibularis	95.00		OTHER ORTHODONTIC SERVICES	
D7485	Reduction of osseous tuberosity	95.00	D8660	Pre-orthodontic treatment examination to monitor growth and development	35.00
	SURGICAL INCISION		D8670	Periodic orthodontic treatment visit	No charge
D7510	Incision and drainage of abscess - intraoral soft tissue	20.00	D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	300.00
D7511	Incision and drainage of abscess - intraoral soft tissue - complicated (includes drainage of multiple fascial spaces)	20.00	D8681	Removable orthodontic retainer adjustment	No charge
D7520	Incision and drainage of abscess - extraoral soft tissue	20.00	D8699	Re-cement or re-bond fixed retainer - mandibular	No charge
D7521	Incision and drainage of abscess - extraoral soft tissue - complicated (includes drainage of multiple fascial spaces)	20.00	D8999	Unspecified orthodontic procedure, by report	250.00
	REPAIR OF TRAUMATIC WOUNDS			UNCLASSIFIED TREATMENT	
D7910	Suture of recent small wounds up to 5 cm	35.00	D9110	Palliative (emergency) treatment of dental pain - minor procedure	No charge
	OTHER REPAIR PROCEDURES		D9120	Fixed partial denture sectioning	No charge
D7921	Collection and application of autologous blood concentrate product	125.00		ANESTHESIA	
D7950	Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report	350.00	D9210	Local anesthesia not in conjunction with operative or surgical procedures	No charge
D7951	Sinus augmentation with bone or bone substitutes via a lateral open approach	800.00	D9211	Regional block anesthesia	No charge
D7952	Sinus augmentation via a vertical approach	350.00	D9212	Trigeminal division block anesthesia	No charge
D7953	Bone replacement graft for ridge preservation - per site	100.00	D9215	Local anesthesia in conjunction with operative or surgical procedures	No charge
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	50.00	D9222	Deep sedation/general anesthesia - first 15 minutes	50.00
D7963	Frenuloplasty	50.00	D9223	Deep sedation/general anesthesia - each subsequent 15 minute increment	50.00
			D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	20.00
			D9239	Intravenous moderate (conscious) sedation/analgesia- first 15 minutes	65.00

CODE	DESCRIPTION	MEMBER COPAY	CODE	DESCRIPTION	MEMBER COPAY
D9243	Intravenous moderate (conscious) sedation/analgesia – each subsequent 15-minute increment	65.00	D9943	Occlusal guard adjustment	25.00
D9248	Non-intravenous conscious sedation	15.00	D9944	*Occlusal guard – hard appliance, full arch	250.00
	DRUGS		D9945	*Occlusal guard – soft appliance, full arch	250.00
D9610	Therapeutic parenteral drug, single administration	15.00	D9946	*Occlusal guard – hard appliance, partial arch	250.00
D9630	Drugs or medicaments dispensed in the office for home use	15.00	D9950	Occlusion analysis - mounted case	75.00
	MISCELLANEOUS SERVICES		D9951	Occlusal adjustment - limited	25.00
D9910	*Application of desensitizing medicament	20.00	D9952	Occlusal adjustment - complete	75.00
D9930	Treatment of complications (post-surgical) - unusual circumstances, by report	No charge	D9973	External bleaching - per tooth	30.00
D9932	Cleaning and inspection of removable complete denture, maxillary	No charge	D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays	240.00
D9933	Cleaning and inspection of removable complete denture, mandibular	No charge	D9991	Dental case management – addressing appointment compliance barriers	No charge
D9934	Cleaning and inspection of removable partial denture, maxillary	No charge	D9992	Dental case management – care coordination	No charge
D9935	Cleaning and inspection of removable partial denture, mandibular	No charge	D9993	Dental case management – motivational interviewing	No charge
D9942	Repair and/or relines of occlusal guard	40.00	D9994	Dental case management – patient education to improve oral health literacy	No charge
			D9997	Dental case management - patients with special health care needs	No charge

SPECIALTY SERVICES

1. This Member Schedule of Benefits applies when listed dental services are performed by a Network General Dentist, unless otherwise authorized by Solstice.
2. Procedures not listed on the Schedule of Benefits that are performed by a participating General Dentist will be charged at the Network General Dentist's Usual and Customary fee less 25%.
3. The Network General Dentist you select may not perform all procedures listed. The Co-payments shown apply to Network General Dentists.
4. Should the services of a Network Specialty Dentist (NSD) (Oral Surgeon, Endodontist, Periodontist, or Pediatric Dentist) be necessary, you may receive this care in either of two ways: (1) You may go directly to a NSD with no referral and receive a 25% reduction off the provider's Usual and Customary Fee; or (2) You may obtain prior written authorization from Solstice and receive specialty treatment by a NSD at the listed Co-payments. Please refer to the Specialty Care Referral Policy in your Member handbook.
5. Should the services of an Orthodontist be necessary, you may receive care in either of two ways: (1) You may go directly to a NSD with no referral and receive a 25% reduction off the provider's Usual and Customary Fee; or (2) You may contact Member Services to locate your nearest participating Orthodontist who will perform covered services at the listed member Co-payment.
6. Members seeking implant treatment should refer to their participating implantologist, a select Network of Participating Providers. Not all providers perform the implant procedures at the Co-payment listed on the Schedule of Benefits. Please refer to the provider listing at www.solsticebenefits.com under "Locate A Provider."

EXCLUSIONS

1. Services performed by a Dentist or dental specialist, not contracted with Solstice without prior approval.
2. Any Dental Services or appliances which are determined to be not reasonable and/or necessary for maintaining or improving the Member's dental health or experimental in nature, as determined by the Participating Provider.
3. Orthographic surgery or procedures and appliances for the treatment of myofunctional, myoskeletal or temporomandibular joint disorders unless otherwise specified as an Orthodontic Benefit on the Schedule of Benefits.
4. Any inpatient/outpatient hospital charges of any kind including Dentist and/or physician charges, prescriptions, or medications.
5. Treatment of malignancies, cysts, or neoplasms, without proof of medical necessity and prior Solstice approval.
6. Dental procedures initiated prior to the Member's eligibility under this benefit plan or started after the Member's termination from the plan.
7. Any Dental Service or treatment unable to be performed in the Dental Office due to the general health or physical limitations of the Member, including but not limited to, physical or emotional resistance, inability to visit the Dental Office, or allergy to commonly utilized local anesthetics.

LIMITATIONS

1. Any oral evaluation (excluding problem) is limited to One (1) time per consecutive six (6) months; Comprehensive exams can only be covered one (1) time per 36 months, if and only if patient is considered to be new or an established patient. All subsequent oral evaluations will be at a 25% reduction off the dentist's usual and customary fee without a frequency limitation.
2. All bitewing X-rays are limited to one set in any twelve (12) consecutive month period.
3. The dental prophylaxis or periodontal maintenance procedure is limited to one (1) time in any consecutive six (6) month period. Any additional procedures will follow D1110 and D4910 Member copayments as listed in the Schedule of Benefits.
4. Fluoride treatment is limited to one (1) in any twelve (12) consecutive month period.
5. Sealants (D1351 or D1352) are limited to one (1) time per tooth in any three (3) consecutive year period. This is only allowed for unrestored permanent molar teeth for children under the age of 16.
6. Space maintainers and all adjustments are limited to children under the age of 16.
7. Harmful habit appliances are limited to one (1) time per person under the age of 16.
8. General anesthesia or IV sedation is available when listed on the Schedule of Benefits, medically necessary, and previously approved by Solstice.
9. New dentures include one (1) reline within the first six (6) months.
10. Replacement of crowns, implants, and fixed bridges or dentures is limited to one (1) time every consecutive five (5) years.
11. When crown, implant and/or bridgework exceed six (6) consecutive units, there will be an additional charge of \$30.00 per unit.
12. Copayments marked by "*" do not include the cost of material and laboratory fees. Additional cost to patient is as follows:
 - High noble metal (precious) up to \$145.00
 - Titanium metal up to \$120 (covered with proof of allergy to other metals)
 - Noble metal (semi-precious) up to \$120.00
 - Predominantly base metal (non-precious) up to \$55.00
 - Crown laboratory fees up to \$155.00
 - Laboratory fees on dentures up to \$225.00
 - Porcelain laboratory fees for D2610-D2644, D2929, D2961, D2962, D6600, D6601, D6608, and D6609 up to \$65.00
 - Denture repair laboratory fees up to \$50.00
 - All ceramic and/or porcelain crown material fees up to \$155.00
13. Copayments marked by "+" are not eligible at a specialist.
14. Either D0210, D0251, or D0330 are reimbursable one (1) time every five (5) consecutive years.
15. Copies of X-rays can be obtained for \$2 per periapical image up to a maximum of \$30. Panoramic X-ray can be obtained for a \$15 fee.
16. D0274, D0277 or D0210 are payable only when other inclusive image have not been taken (paid) within the last six (6) months.
17. All denture adjustment fees are for dentures which were not fabricated at the present office; All denture adjustment for new dentures made within 12 months are at no fee to the member.
18. Emergency treatment is available for palliative treatment for the abatement of pain up to \$100.00 per occurrence.
19. Surgical removal of wisdom tooth covered when pathology (disease) exists. Surgical removal of wisdom teeth/3rd molar when pathology does not exist will be covered at 25% off of the general dentists or specialists usual and customary fees. Orthodontic related surgeries (except D7280) needed to relieve crowding or to facilitate eruption are available at a 25% reduction off of the doctor's usual and customary fees.
20. Member may choose Invisalign in place of traditional Orthodontic treatment, and would pay the sum of the listed member Ortho co-pay plus the difference in cost for the enhanced treatment.
21. Occlusal Guard(s) is limited to one (1) time in any consecutive thirty-six (36) months for the purposes of habitual grinding/BruXism.
22. D0364-D0395 is limited to one (1) time per sixty (60) months, covered only in a dental setting and not in a radiographic imaging center.

*Solstice HealthPlans, Inc. is a licensed Prepaid Limited Health Service
Organization pursuant to Part I of Chapter 636, F.S.*



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by Town of Bay Harbor Islands and may be added to your gross monthly income. If premium payments are made with "after-tax" dollars, benefits are federally tax-free under current federal tax law.

Eligibility

Definition of a Member

You are a member if you are a regular employee of Town of Bay Harbor Islands, actively working at least 30 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.

Class Definition

Class 1 - Public Safety Members

Eligibility Waiting Period

You are eligible on the first of the month that follows the date you become a member.

Benefits

Monthly Benefit

66 2/3 percent of the following amounts of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)

Effective October 1, 2019, \$9,000

Effective October 1, 2020, \$9,450

Effective October 1, 2021, \$9,923

Effective October 1, 2022, \$10,419

Effective October 1, 2023, \$10,940

Effective October 1, 2024, \$11,487

Maximum Monthly Benefit

Effective October 1, 2019, the first \$6,000

Effective October 1, 2020, the first \$6,300

Effective October 1, 2021, the first \$6,615

Effective October 1, 2022, the first \$6,946

Effective October 1, 2023, the first \$7,293

Effective October 1, 2024, the first \$7,658

Minimum Monthly Benefit

\$100

Benefit Waiting Period

90 days

Definition of Disability

For the benefit waiting period and the first 36 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by Town of Bay Harbor Islands. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Town of Bay Harbor Islands may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-166443-C1 (11/19)

Group Long Term Disability Insurance

8255133-420117



Group Short Term Disability Insurance

Group Short Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a weekly benefit in the event of a covered disability.

The cost of this insurance is paid by Town of Bay Harbor Islands.

Eligibility

Definition of a Member

You are a member if you are an active employee of Town of Bay Harbor Islands, and regularly working at least 30 hours per week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.

Eligibility Waiting Period

You are eligible on the first of the month that follows the date you become a member.

Benefits

Weekly Benefit

60 percent of the first \$2,083 of weekly predisability earnings as of the date of disability, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)

Maximum Weekly Benefit

\$1,250

Minimum Weekly Benefit

\$15

Benefit Waiting Period

Your weekly benefit becomes payable after you have been continuously disabled for 14 days for disability caused by accidental injury and after 14 days for disability caused by physical disease, pregnancy or mental disorder.

Definition of Disability

For the benefit waiting period and while the Short Term Disability benefits are payable, you are considered disabled if you:

- Are unable – as a result of physical disease, injury, pregnancy or mental disorder – to perform with reasonable continuity the material duties of your own occupation, or
- You are unable to earn more than 80 percent of your predisability earnings when you work for your employer.

Maximum Benefit Period

90 days

Other Features and Services

- Return to Work Incentive
- Temporary Recovery Provision

This information is only a brief description of the group Short Term Disability insurance policy sponsored by Town of Bay Harbor Islands. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Town of Bay Harbor Islands may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13277-D-FL-166443 (11/19)
6255133-420118



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by Town of Bay Harbor Islands.

Eligibility

Definition of a Member	You are a member if you are an active employee of Town of Bay Harbor Islands and regularly working at least 30 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 1 - Active Members
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$200,000, with a minimum benefit amount of \$50,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 50 percent at age 70.

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Expanded AD&D Package
- Family Benefits Package
- Line of Duty Benefit
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D insurance policy sponsored by Town of Bay Harbor Islands. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and Town of Bay Harbor Islands may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-166443-C1 (11/19)
6255133-454907



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by Town of Bay Harbor Islands and may be added to your gross monthly income. If premium payments are made with "after-tax" dollars, benefits are federally tax-free under current federal tax law.

Eligibility

Definition of a Member

You are a member if you are a regular employee of Town of Bay Harbor Islands, actively working at least 30 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.

Class Definition

Class 2 - All other Members, other than Public Safety Members

Eligibility Waiting Period

You are eligible on the first of the month that follows the date you become a member.

Benefits

Monthly Benefit

66 2/3 percent of the first \$9,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)

Maximum Monthly Benefit

\$6,000

Minimum Monthly Benefit

\$100

Benefit Waiting Period

90 days

Definition of Disability

For the benefit waiting period and the first 36 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by Town of Bay Harbor Islands. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Town of Bay Harbor Islands may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-166443-C2 (11/19)

8255 133-155025

Form 1
RESPONSE CHECKLIST

- _____ **Form 1: Response Checklist**
- _____ **Form 2: Proposal Information Form**
- _____ **Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- _____ **Form 4 Company Qualifications' Questionnaire**
- _____ **Form 5 Key Personnel**
- _____ **Form 6 Client References**
- _____ **Form 7: Dispute Disclosure**
- _____ **Form 8: Acknowledgment of Addenda**
- _____ **Form 9: Single Execution Affidavit**

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

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

_____ a business existing under the laws of the State of _____

_____, (the "Entity") held on _____, 20____, the following
resolution was duly passed and adopted:

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

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

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

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the
undersigned, personally appeared _____, whose name(s)
is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 4

Company Qualification Questionnaire

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

If other, please describe the type of company: _____

- a. FEIN/EIN Number: _____

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

i. Date Licensed by DBPR: _____

ii. License Number: _____

- c. Date registered to conduct business in the State of Florida: _____

i. Date filed: _____

ii. Document Number: _____

- d. Primary Office Location: _____

e. What is your primary business? _____
(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Is any owner identified above an owner in another company? ☐ Yes ☐

No If yes, identify the name of the owner, other company names, and %
ownership

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

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Employee Information

a. Total No. of Employees: _____

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

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

- a. Insurance Carrier name & address:

Model	Model	Model	Model	Model	Model
Model 1	Model 2	Model 3	Model 4	Model 5	Model 6

1. [Introduction](#)

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

By: _____

Signature of Authorized Officer

Date

Printed Name

FORM 5

Proposer's Team & Key Personnel Key Personnel and Staff Table

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

[illegible]

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

By: _____
Signature of Authorized Officer

Print Name

Date: _____

FORM 6
CLIENT REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm:

Authorized Signature:

Print or Type Name:

Title:

Date:

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

NAME OF ENTITY

AUTHORIZED SIGNATURE

PRINT NAME

DATE

FORM 9

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF BAY HARBOR ISLANDS AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

Proposer Initials

Business Entity Affidavit

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

Proposer Initials

Anti-Collusion Affidavit

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

Proposer Initials

Scrutinized Company Certification

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

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFQ #216** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

ADDENDUM #1: RFQ NO. 216 – HEALTH INSURANCE BROKER SERVICES

Q: Section I (pdf pages 14 -15) - Please confirm if the Town is willing to accept the Auto Liability based on Auto limits on any one accident or loss?

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 -15) - Please confirm if the Town is willing to accept that our professional liability limits are for each wrongful act/annual aggregate.

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 -15) - With regards to WOS we would request that the waiver of the insurer's subrogation rights with WC, EL, GL and AI be removed or if not, will the Town allow mutual waivers under the other party's policies?

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 -15) - Please confirm if the Town would allow the Awardee to advise that a cancelled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice, since coverage will be replaced with no gap.

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 -15) - We can only agree to name the Town as an additional insured on the Commercial General Liability Policy and we provide this via a Certificate of Insurance, not an endorsement. Will this be acceptable to the Town?

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 -15) – Will the Town allow that the primary, non-contributory language be removed as it is our preference to have the Town's Commercial General Liability policy be primary.

A: No, RFQ specifications stand.

Q: Section I (pdf pages 14 – 15) We do not provide clients with the copies of actual policies. We will provide evidence coverage via Certificates of Insurance. Is this acceptable to the Town?

A: No, RFQ specifications stand.

Q: Section 1.19 (PDF page 12) Indemnification: Please confirm if the Town is willing to accept the indemnification be limited to losses and damages as a result of our negligence and covered under the terms of our general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or, any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (misappropriation of trade secret or, infringement of patent are exclusions in our cyber policy).

A: No, RFQ specifications stand.

Q: Section 1.19 (PDF page 12) Indemnification: Is the Town willing to allow a cap or limitation of \$1 million on the liability and indemnification? If no, is there a larger cap or limitation that the Town would be willing to allow? If yes, please provide the amount.

A: No, RFQ specifications stand.

Q: Sections 16.1 & Section 14.6 (PDF page 9) - We will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the Town was used to create and which was developed entirely using our own resources. To the extent our intellectual property is necessary for the Town to use the services provided, we will grant to the Town a non-exclusive, royalty-free license to our intellectual property solely for the Town's use of such services. Is this acceptable to the Town?

A: No, RFQ specifications stand.

Q: As we have standard record retentions we would need to also keep a copy of our work product – is this acceptable to the Town?

A: Yes, per the RFQ specifications, the “respondent shall have the ability to maintain and adhere to records retention laws for the Town as it pertains to all Insurance matters”.

Q: Can you provide the current consulting agreement and annual compensation of the incumbent broker? If this is a commissions-based account, please provide the annual premium for each line of coverage, including any overrides and supplemental commissions within each line of coverage and enrollment.

A: No, the Town of Bay Harbor Islands does not have an agreement with its current broker, American Benefit Partners. However, the current broker receives the following: “a standard, built-in commission for groups of 50 to 99 employees: 5% on medical and 10% or less on ancillary”. “This translates to approximately \$43,500 annually.”

Q: Page 6 of the RFQ – Can you provide a sample of the current enrollment benefits handbook? Is the Town still requiring printed version? If yes, how many copies will be needed?

A: No, currently the Town does not provide an enrollment benefits handbook, but a sample of our last enrollment form was provided with this RFQ’s Exhibit 2.

Q: Page 6 of the RFQ – As a consulting firm, we cannot provide legal opinions, but can outsource this as needed to one of our law firm partners for such legal opinion, if needed. With regards to the bullet “Advise and assist the Town of Bay Harbor Islands Human Resource Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance” Is the Town looking for a compliance review and no legal opinions, or a legal opinion?

A: Compliance review, legislative compliance.

Q: Page 6 of the RFQ - What involvement does the current Consultant play in the Town’s annual open enrollment meetings? How many meetings and locations are currently coordinated during open enrollment?

A: The current broker is highly involved in open enrollment. The number of meetings and locations are determined every year as needed for all shifts.

Q: Page 6 and 7 of the RFQ – Does the Town want the consulting firm to speak directly to the employees, or only to the benefit/risk staff concerning claims disputes?

A: Speak directly to Human Resources Manager on claim disputes.

Q: Page 7 of the RFQ – We offer an Employee Advocate Center that manages all incoming calls from our clients members through a dedicated 1-800 phone number for each of our clients, which handles questions such as claims issues, bill review, EOBs, pharmacy questions, benefits questions, etc.. Will the Town agree that this will meet the level of service being requested on Page 7.

A: No.

Q: Page 7 of the RFQ – Can the Town explain and provide a copy of the annual audits of the benefits plans and associated vendors and prepare annual financial reports on the results?

A: No, not at this time.

Q: Is the Town medical plans Fully Insured or Self-Funded?

A: Fully insured.

Q: Exhibit 1 page 1 of 14 – Section 1.3 – Can you provide details on what services are being provided for the 80 hours a month? How is this being tracked by the current consultant?

A: This is currently not being tracked. Daily presence of the successful respondent is defined as being available to the Human Resources Manager 24 hours a day, 7 days a week, and expected in-person availability within a 24-hour notice.

Q: RFP Due Date: Would the Town consider extending the closing date?

A: No, the Town has time constraints.

Q: Please confirm that point 1.3, under “Scope of Services”, in Exhibit-1, describes the number of hours expected of the selected consultant 80 hours/month), as well as “daily presence” at the Town. The RFQ does not mention this, only the “Professional Services Agreement Between the Town of Bay Harbor Islands and ... (selected consultant)” mentions this on the first page.

A: Daily presence of the successful respondent is defined as being available to the Human Resources Manager 24 hours a day, 7 days a week, and expected in-person availability within a 24-hour notice.

Date	Supplier	Contact	Status	Type	Email	selfDeclaredAttributes
06/23/2021 17:30:45	Gallagher Benefit Services,	Christine Maurer	Complete	Addendum Email	Christine_maurer@ajq.com	
06/23/2021 17:30:45	Foundation Risk Partners, Corp	David Lodwick	Complete	Addendum Email	dlodwick@hipflorida.com	
06/23/2021 17:30:45	Foundation Risk Partners, Corp	Alan Florez	Complete	Addendum Email	AFlorez@foundationrp.com	
06/23/2021 17:30:45	Foundation Risk Partners, Corp	Ross Beach	Complete	Addendum Email	rbeach@foundationrp.com	
06/23/2021 17:30:45	FBMC Benefits Management	Kyla Heap	Complete	Addendum Email	kheap@fbmc.com	
06/23/2021 17:30:45	FBMC Benefits Management	Melody Cooper	Complete	Addendum Email	mcooper@fbmc.com	
06/23/2021 17:30:45	FBMC Benefits Management	Brenda Welch	Complete	Addendum Email	bwelch@fbmc.com	
06/23/2021 17:30:45	FBMC Benefits Management	Gingy Sampson	Complete	Addendum Email	gsampson@fbmc.com	
06/23/2021 17:30:45	Brown & Brown Insurance	Robert Hollander	Complete	Addendum Email	rhollander@bbmia.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Melissa Solis	Complete	Addendum Email	msolis@fclities.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Rodney Walton	Complete	Addendum Email	rwalton@fclities.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Jeremy Langley	Complete	Addendum Email	jlangley@fclities.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Paul Shamoun	Complete	Addendum Email	pshamoun@fclities.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Cindy Rochester	Complete	Addendum Email	crochester@fclities.com	
06/23/2021 17:30:45	Florida League of Cities, Inc.	Sherry Hilley	Complete	Addendum Email	shilley@fclities.com	
06/23/2021 17:30:45	Gehring Group	Cindy Thompson	Complete	Addendum Email	cindy@gehringgroup.com	
06/23/2021 17:30:45	Gehring Group	Rodney Louis	Complete	Addendum Email	rodney.louis@gehringgroup.com	
06/23/2021 17:30:45	Gehring Group	Linda Presser	Complete	Addendum Email	lynda.presser@gehringgroup.com	
06/23/2021 17:30:45	Gehring Group	Harry Tamoney	Complete	Addendum Email	harry.tamoney@gehringgroup.com	
06/23/2021 17:30:45	Public Risk Insurance Agency (PRIA)	Robin Russell	Complete	Addendum Email	rrussell@bbpria.com	
06/23/2021 17:30:45	Public Risk Insurance Agency (PRIA)	Dustin Smurdon	Complete	Addendum Email	dsmurdon@bbdaytona.com	
05/21/2021 17:11:22	Groom & Associates Safety Solutions Inc.	David Groom	Complete	Email	david.groom@groom-associates.com	
05/21/2021 17:11:22	Peter J. Crosa & Co.	Peter Crosa	Complete	Email	Peter@peterjcrossa.com	Hispanic Owned, Small Business
05/21/2021 17:11:22	CAMP Engineering, LLC	Adriaan DeVilliers	Complete	Email	adev@camp-engineering.com	
05/21/2021 17:11:21	Saviak Consulting LLC	Joe Saviak	Complete	Email	joe@drjoesaviak.com	
05/21/2021 17:11:20	Motz Engineering	Cory St Clair	Complete	Email	cory@motzengineering.com	Woman Owned
05/21/2021 17:11:20	OHE	Wayne Johnson	Complete	Email	ohequity@pennlaw.upenn.edu	African American Owned, Small Business
05/21/2021 17:11:20	Allstate Benefits	Ryan Caldwell	Complete	Email	ryan.caldwell@allstate.com	
05/21/2021 17:11:20	New York Life	Carol Pitts	Complete	Email	carol_pitts@newyorklife.com	
05/21/2021 17:11:20	Blue Water Environmental of Florida, Inc.	John Pastore	Complete	Email	demandstar@bluewaterjax.com	
05/21/2021 17:11:20	Flambeau Engineering, LLC	Ronald Eyma	Complete	Email	Roneyma@flamengr.com	
05/21/2021 17:11:20	Acumenian, LLC	Luis Matos	Complete	Email	lmatos@acumenian.com	
05/21/2021 17:11:20	Axias	Steve Lee	Complete	Email	slee@axiasinc.com	
05/21/2021 17:11:20	BKS Partners	Alec Chaney	Complete	Email	alec.chaney@bks-partners.com	
05/21/2021 17:11:20	Action Environmental	Jason Marberry	Complete	Email	jason.marberry@actn.com	
05/21/2021 17:11:20	Jordan Consulting Group, LLC dba MediFe Pharma	Niurka Jordan	Complete	Email	niurka@medife.us	
05/21/2021 17:11:20	URBN Design	Christopher Collins	Complete	Email	ccollins@urbandesigngroup.com	
05/21/2021 17:11:20	Jpyful Medical Services	Corlette Deveaux	Complete	Email	CONTACT@JOYFULHEALTHSOLUTIONS.COM	African American Owned, Small Business, Woman Owned
05/21/2021 17:11:20	USI Insurance Services	Ada Waters-Johnson	Complete	Email	ada.waters@usi.com	
05/21/2021 17:11:20	Jesse Revueltas	Jesse Revueltas	Complete	Email	jrevueltas@vetentservices.com	Hispanic Owned, Small Business, Veteran Owned
05/21/2021 17:11:20	Gus Vergara	Gus Vergara	Complete	Email	gvergara@vetentservices.com	Hispanic Owned, Small Business, Veteran Owned
05/21/2021 17:11:20	FastSigns 177201	Dave Singh	Complete	Email	dave.singh@fastsigns.com	
05/21/2021 17:11:20	GCA Miami Permit Concepts LLC	Cici Avelar	Complete	Email	gcamiampipermitconcepts@gmail.com	
05/21/2021 17:11:20	South Point Builders	Phillip Burke	Complete	Email	phil@southpointbuilders.com	Small Business, Woman Owned
05/21/2021 17:11:19	Barefoot Marine Construction	Tom Walczewski	Complete	Email	tom@barefootmarineconstruction.com	
05/21/2021 17:11:19	Barefoot Marine Construction	Rick Powell	Complete	Email	rick@barefootmarineconstruction.com	
05/21/2021 17:11:19	Barefoot Marine Construction	Walt Noland	Complete	Email	walt@barefootmarine.com	
05/21/2021 17:11:19	ITTConnect Inc	Fabio Back	Complete	Email	fabio.back@ittconnect.com	Hispanic Owned, Small Business
05/21/2021 17:11:19	Victaulic	Alex Torres	Complete	Email	alex.torres@victaulic.com	
05/21/2021 17:11:19	UnitedHealthcare	Lindsey Estum	Complete	Email	lindsey.estum@uhc.com	
05/21/2021 17:11:19	Alliant Insurance Services, Inc.	Heather Thurston	Complete	Email	hthurston@alliant.com	
05/21/2021 17:11:19	VativorX, LLC	Melvin Johnson	Complete	Email	rbanks@vativorx.com	
05/21/2021 17:11:19	VativorX, LLC	Sofia Zurlo	Complete	Email	szurlo@vativorx.com	
05/21/2021 17:11:19	Stephens Consulting Group	Nethel Stephens	Complete	Email	nethel@mystephensgroup.com	
05/21/2021 17:11:19	Engineered Power Product Inc	Michael Albers	Complete	Email	mike.albers@epprep.com	
05/21/2021 17:11:19	Beacon Group, Inc.	Don Dresback	Complete	Email	ddresback@beacongrouppinc.com	
05/21/2021 17:11:19	Worldwide Assurance, Inc	Oswaldo Gonzalez	Complete	Email	ogonzalez3@wwassurance.com	
05/21/2021 17:11:19	Kinne Associates, LLC	Richard Kinne	Complete	Email	Richard@Kinne.com	
05/21/2021 17:11:18	Public Communicators Group	Evan Ross	Complete	Email	Evan@PublicCommunicators.com	Small Business
05/21/2021 17:11:18	Community Care Plan	Lupe Rivero	Complete	Email	lrivero@ccpcare.org	
05/21/2021 17:11:18	Gallagher Benefit Services,	Christine Maurer	Complete	Email	Christine_maurer@ajq.com	
05/21/2021 17:11:18	DS Test Account	Ben Vaught	Complete	Email	ben.vaught@gmail.com	
05/21/2021 17:11:18	M. Hajjar & Associates, Inc.	Mahyar Dehlavi	Complete	Email	mhajjar@mhajjar.com	
05/21/2021 17:11:18	Cool Daddy LLC	L Mic	Complete	Email	larry@accreditaire.com	African American Owned, Hispanic Owned, Small Business, Veteran Owned, Woman Owned
05/21/2021 17:11:18	Cool Daddy LLC	B Camp	Complete	Email	bruno@accreditaire.com	African American Owned, Hispanic Owned, Small Business, Veteran Owned, Woman Owned
05/21/2021 17:11:18	Albritton Insurance Services	Derren Bryan	Complete	Email	derren@albrittonins.com	

05/21/2021 17:11:18	Critical Path Construction	Russell Hitchins	Complete	Email	rhitchins@criticalpathconstruction.com	
05/21/2021 17:11:18	Humana, Inc.	Ray Hodorski	Complete	Email	rhodorski@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Chris Ortiz	Complete	Email	cortiz3@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Maisa Benjamin	Complete	Email	MBenjamin6@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Laura Nolan	Complete	Email	lnolan@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Erick Quintero	Complete	Email	equintero4@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Alvaro Hernandez	Complete	Email	ahernandez20@humana.com	
05/21/2021 17:11:18	Humana, Inc.	Ahymara Gonzalez	Complete	Email	agonzalez58@humana.com	
05/21/2021 17:11:18	Freez Frame Marketing & Media, Inc.	Cedric Dawkins	Complete	Email	freezframenyc@yahoo.com	African American Owned, Small Business
05/21/2021 17:11:18	Foundation Risk Partners, Corp	David Lodwick	Complete	Email	dldodwick@hipflorida.com	
05/21/2021 17:11:18	Foundation Risk Partners, Corp	Ross Beach	Complete	Email	rbeach@foundationrp.com	
05/21/2021 17:11:18	Holland Engineering, Inc	Catherine MacAskill	Complete	Email	catherine@heisflorida.com	Woman Owned
05/21/2021 17:11:18	Holland Engineering, Inc	Susan Holland	Complete	Email	susan@hollandengineering.net	Woman Owned
05/21/2021 17:11:18	Holland Engineering, Inc	Catherine MacAskill	Complete	Email	catherine@heisflorida.com	Woman Owned
05/21/2021 17:11:18	MKRS Law	Melissa Sires	Complete	Email	melissas@mkrs.com	
05/21/2021 17:11:18	Cynthia Alexander	Cynthia Alexander	Complete	Email	cynthia@cynanotary.com	African American Owned, Asian/Hawaiian Owned, Small Business, Woman Owned
05/21/2021 17:11:18	Brown & Brown Daytona	Danielle Boyle	Complete	Email	dboyle@bbdaytona.com	
05/21/2021 17:11:18	AETNA	Chelesa Lewis	Complete	Email	lewisc10@aetna.com	
05/21/2021 17:11:18	AETNA	Juan Fermin	Complete	Email	jfermin@aetna.com	
05/21/2021 17:11:18	AETNA	Renthia Jackson	Complete	Email	RxJackson@aetna.com	
05/21/2021 17:11:17	AETNA	Rosie Christie	Complete	Email	rcchristie@aetna.com	
05/21/2021 17:11:17	AETNA	Ruth Zafra	Complete	Email	rxzafra@aetna.com	
05/21/2021 17:11:17	AETNA	Michael Driscoll	Complete	Email	driscollm@aetna.com	
05/21/2021 17:11:17	AETNA	Cathy Aguirre	Complete	Email	craguirre@aetna.com	
05/21/2021 17:11:17	ISU Jallad Insurance Services	Jonathan Jallad	Complete	Email	jonathan@jalladinsurance.com	Small Business
05/21/2021 17:11:17	ISU Jallad Insurance Services	Karen McBride	Complete	Email	kmcbride@jalladinsurance.com	Small Business
05/21/2021 17:11:17	Wood Environment & Infrastructure Solutions, Inc.	Stephanie Kitzrow	Complete	Email	floridamarketing@woodplc.com	
05/21/2021 17:11:17	HUB Public Risk, Inc.	Bart Gunter	Complete	Email	bart.gunter@hubinternational.com	
05/21/2021 17:11:17	HUB Public Risk, Inc.	Alexis Phillips	Complete	Email	alexis.phillips@hubinternational.com	
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05/21/2021 17:11:17	AT&T	Espe Diaz-Bello	Complete	Email	ed6554@att.com	
05/21/2021 17:11:17	ADEPT Public Relations, LLC	Dana Pollitt	Complete	Email	Info@Adept.co	Hispanic Owned, Small Business, Woman Owned
05/21/2021 17:11:17	Lago Consulting & Services LLC	Maria Bravo	Complete	Email	maria@lago-consulting.com	Hispanic Owned, Small Business, Woman Owned
05/21/2021 17:11:17	Lago Consulting & Services LLC	Marcelo Lago	Complete	Email	marcelo@lago-consulting.com	Hispanic Owned, Small Business, Woman Owned
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05/21/2021 17:11:17	Emtec Inc.	Chris Brown	Complete	Email	chris.brown@emtecinc.com	
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05/21/2021 17:11:17	Emtec Inc.	Rodney McGhee	Complete	Email	rodney.mcgee@emtecinc.com	
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05/21/2021 17:11:17	AvMed	Brian Brown	Complete	Email	brian.brown@avmed.org	
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05/21/2021 17:11:17	CRB Geological	robert workman	Complete	Email	rworkman@crbgeo.net	Small Business
05/21/2021 17:11:17	CRB Geological	Barb Livieri	Complete	Email	blivieri@crbgeo.net	Small Business
05/21/2021 17:11:17	CRB Geological	emilee payne	Complete	Email	epayne@crbgeo.net	Small Business
05/21/2021 17:11:17	Acordis International Corp	Rehan Khan	Complete	Email	rkhan@acordiscorp.com	
05/21/2021 17:11:17	Acordis International Corp	Jensen Sostre	Complete	Email	jsostre@acordiscorp.com	
05/21/2021 17:11:17	FBMC Benefits Management	Gingy Sampson	Complete	Email	gsampson@fbmc.com	
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05/21/2021 17:11:17	Deloitte	Florida Team	Complete	Email	usflaccount@deloitte.com	
05/21/2021 17:11:17	HP Consultants Inc.	Arvind Kumbhojkar	Complete	Email	hpconsultantsinc@earthlink.net	Asian/Hawaiian Owned, Small Business
05/21/2021 17:11:16	HP Consultants Inc.	Priya Kumbhojkar	Complete	Email	pkumbhoi@gmail.com	Asian/Hawaiian Owned, Small Business
05/21/2021 17:11:16	HP Consultants Inc.	Sanhita Kumbhojkar	Complete	Email	skumb17@gmail.com	Asian/Hawaiian Owned, Small Business
05/21/2021 17:11:16	NZ Consultants	Nilsa Zacarias	Complete	Email	nilsa@nzconsultants.net	Small Business, Woman Owned
05/21/2021 17:11:16	NZ Consultants	Gina Lawrence	Complete	Email	gi25na@gmail.com	Small Business, Woman Owned
05/21/2021 17:11:16	ANF Group, Inc.	AJ Meyer	Complete	Email	ameyer@anfgroup.com	
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05/21/2021 17:11:16	Burgess & Niple, Inc.	Bryanna Stad	Complete	Email	floridamarketing@burgessniple.com	
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05/21/2021 17:11:16	Bouchard Insurance	Richard Caligiuri	Complete	Email	richardcaligiuri@bouchardinsurance.com	
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05/21/2021 17:11:16	Sedgwick Claims Management Services, Inc.	Ashley Waismann	Complete	Email	ashley.waismann@yorkrsg.com	
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05/21/2021 17:11:16	Sedgwick Claims Management Services, Inc.	Colleen Rooney	Complete	Email	colleen.rooney@yorkrsk.com	

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05/21/2021 17:11:16	LYNX Construction Management LLC	Chris Moran	Complete	Email	cmoran@theprojectmanagerllc.com	Woman Owned
05/21/2021 17:11:16	LYNX Construction Management LLC	Shari Lee	Complete	Email	cmsl10@the-beach.net	Woman Owned
05/21/2021 17:11:16	Benefits Outsource, Inc.	Marilyn Jones	Complete	Email	mmjones@boibenefits.com	African American Owned
05/21/2021 17:11:16	Benefits Outsource, Inc.	Jackson Obasogie	Complete	Email	mmjones@boibenefits.com	African American Owned
05/21/2021 17:11:16	Personnel Solutions Plus	Tommy Bell	Complete	Email	tommy.bell4@gmail.com	African American Owned, Small Business
05/21/2021 17:11:16	Solstice Benefits, Inc.	Brooke Ellis	Complete	Email	RFP@solsticebenefits.com	
05/21/2021 17:11:16	World Risk Management	Michele Jones	Complete	Email	Michele_Jones@wrmlc.com	
05/21/2021 17:11:16	World Risk Management	Jonathan Rivera	Complete	Email	Jon.Rivera@ballator.com	
05/21/2021 17:11:16	World Risk Management	Maegan Tyler	Complete	Email	Maggie.Boykin@ffinsbr.com	
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05/21/2021 17:11:16	CIGNA	Wendy Tsai	Complete	Email	Wendy.Tsai@cigna.com	
05/21/2021 17:11:16	AIM Engineering & Surveying, Inc.	Sean Donahoo	Complete	Email	AIM.marketing@aimengr.com	
05/21/2021 17:11:16	Brown & Brown Insurance	Robert Hollander	Complete	Email	rhollander@bbmia.com	
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05/21/2021 17:11:15	Fastrack MCI	Sasha Bubanja	Complete	Email	sasha@fastrackmci.com	Small Business
05/21/2021 17:11:15	Fastrack MCI	Heather Londian	Complete	Email	officemanager@fastrackmci.com	Small Business
05/21/2021 17:11:15	Fastrack MCI	Diana Diamond	Complete	Email	diana@fastrackmci.com	Small Business
05/21/2021 17:11:15	Jeff H. Travani Inc.	Jeff Travani	Complete	Email	jhi@bellsouth.net	Small Business
05/21/2021 17:11:15	Dredging & Marine Consultants	Shailesh Patel	Complete	Email	spatel@dmces.com	
05/21/2021 17:11:15	Blue CrossBlue Shield of Florida	Carol Palmer	Complete	Email	RFP/RFRRequests@bcbssf.com	
05/21/2021 17:11:15	Blue CrossBlue Shield of Florida	Jennifer Dean	Complete	Email	jennifer.dean@bcbssf.com	
05/21/2021 17:11:15	Relation Insurance Services	Kathleen Meola	Complete	Email	Demandemi@Emi-tpa.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Melissa Solis	Complete	Email	msolis@flcities.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Rodney Walton	Complete	Email	rwalton@flcities.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Jeremy Langley	Complete	Email	jlangley@flcities.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Paul Shamoun	Complete	Email	Pshamoun@flcities.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Cindy Rochester	Complete	Email	crochester@flcities.com	
05/21/2021 17:11:15	Florida League of Cities, Inc.	Sherry Hilley	Complete	Email	shilley@flcities.com	
05/21/2021 17:11:15	Gehring Group	Cindy Thompson	Complete	Email	cindy@gehringgroup.com	
05/21/2021 17:11:15	Craven, Thompson & Associates, Inc.	Tom McDonald	Complete	Email	tmcdonald@craventhompson.com	
05/21/2021 17:11:15	Craven, Thompson & Associates, Inc.	Tammie Girschbach	Complete	Email	tgirschbach@craventhompson.com	
05/21/2021 17:11:15	Craven, Thompson & Associates, Inc.	Douglas Taylor	Complete	Email	dtaylor@craventhompson.com	
05/21/2021 17:11:15	Kenyon & Partners, Inc	Admin Estimator	Complete	Email	bids@kenyonandpartners.com	Small Business
05/21/2021 17:11:15	Craig A. Smith & Associates	Andrea Cole	Complete	Email	acole@craigasmith.com	
05/21/2021 17:11:15	Craig A. Smith & Associates	Gene Schriener	Complete	Email	gschriener@craigasmith.com	
05/21/2021 17:11:15	Craig A. Smith & Associates	Stephen Smith	Complete	Email	ssmith@craigasmith.com	
05/21/2021 17:11:15	Hyatt Survey Services, Inc. (WBE)	Russell Hyatt	Complete	Email	russell@hyatt-survey.com	Small Business, Woman Owned
05/21/2021 17:11:15	Hammond & Associates, Inc.	Eric Hammond, P.E.	Complete	Email	ericham@att.net	African American Owned, Small Business
05/21/2021 17:11:15	Hammond & Associates, Inc.	Maria Alvarez	Complete	Email	mariaaa@hammondengineer.com	African American Owned, Small Business
05/21/2021 17:11:15	Metric Engineering, Inc.	Mariley Perez	Complete	Email	mperez@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Tessa Hartley	Complete	Email	Tessa.Hartley@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Jenna Abbey	Complete	Email	jenna.abbey@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	John Lopez	Complete	Email	EMSstaff@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Stacy Sing	Complete	Email	stacy.sookdew-sing@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Billy Waddell	Complete	Email	Billy.Waddell@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Bruce Morales	Complete	Email	bmorales@metriceng.com	Hispanic Owned
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05/21/2021 17:11:15	Metric Engineering, Inc.	Jessica Moses	Complete	Email	jmoses@metriceng.com	Hispanic Owned
05/21/2021 17:11:15	Metric Engineering, Inc.	Michael McCrary	Complete	Email	mmccrary@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Darrel Burnett	Complete	Email	dburnett@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Ryan St. George	Complete	Email	Ryan.StGeorge@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Laura Marriott	Complete	Email	lgarand@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Michael Ward	Complete	Email	mward@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Amy Wiwi	Complete	Email	awivi@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	Metric Engineering, Inc.	Dale Cody	Complete	Email	dcody@metriceng.com	Hispanic Owned
05/21/2021 17:11:14	The Trane Company	Elena Perez	Complete	Email	eperez@trane.com	
05/21/2021 17:11:14	The Trane Company	Charly Javor	Complete	Email	Charly.Javor@trane.com	
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05/21/2021 17:11:14	The Trane Company	Shari Forrester-Brown	Complete	Email	SFORRESTER-BROWN@TRANE.COM	
05/21/2021 17:11:14	The Trane Company	Brian Cook	Complete	Email	brian.cook@trane.com	
05/21/2021 17:11:14	The Trane Company	Coral Lee Millican	Complete	Email	corallee.millican@trane.com	
05/21/2021 17:11:14	The Trane Company	Yuliet Perez	Complete	Email	Yuliet.Perez@trane.com	
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05/21/2021 17:11:14	R.J. Behar & Company, Inc.	Robert Behar	Complete	Email	bbeharr@rjbehar.com	Hispanic Owned, Small Business
05/21/2021 17:11:14	R.J. Behar & Company, Inc.	Dereth Behar	Complete	Email	bbeharr@rjbehar.com	Hispanic Owned, Small Business
05/21/2021 17:11:14	Traffic Control Devices, Inc.	Rob Rebert	Complete	Email	r.rebert@tcd-usa.com	
05/21/2021 17:11:14	Stantec Consulting Services, Inc.	Grace Morales	Complete	Email	grace.morales@stantec.com	
05/21/2021 17:11:14	Tetra Tech, Inc.- IER	Carey Baird	Complete	Email	carey.baird@tetrattech.com	
05/21/2021 17:11:14	J. B. Coxwell Contracting, Inc.	Garland Chick	Complete	Email	estimating@jbcxwell.com	
05/21/2021 17:11:14	J. B. Coxwell Contracting, Inc.	Blake Sherrod	Complete	Email	BlakeS@JBCoxwell.com	
05/21/2021 17:11:14	J. B. Coxwell Contracting, Inc.	Andy King	Complete	Email	andyk@jbcxwell.com	
05/21/2021 17:11:14	J. B. Coxwell Contracting, Inc.	Allison Jones	Complete	Email	allisonj@jbcxwell.com	
05/21/2021 17:11:14	ALLEN ENGINEERING INC	Michael Madonna	Complete	Email	mmadonna@alleneng.net	Small Business
05/21/2021 17:11:14	Calvin, Giordano & Associates, Inc.	Jessica Koehler	Complete	Email	procurement@cgasolutions.com	
05/21/2021 17:11:14	Calvin, Giordano & Associates, Inc.	Robin Verse	Complete	Email	rverse@cgasolutions.com	
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05/21/2021 17:11:14	Medical Risk Solutions, LLC.	Brian Branham	Complete	Email	bbranham@myhealthonsite.com	
05/21/2021 17:11:14	Electric Sales Associates, Inc.	Dino Barone	Complete	Email	dinob@electricsalesinc.com	
05/21/2021 17:11:13	Electric Sales Associates, Inc.	Will Carrasco	Complete	Email	willc@electricsalesinc.com	
05/21/2021 17:11:13	Clemons Rutherford & Assoc Inc	Patricia Allaire	Complete	Email	tallaire@craarchitects.com	

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 16.

ITEM: Discussion and possible action regarding the remodeling of the interior of the Public Works lunchroom. Enclosed are renderings, estimated costs, and some options for discussion.

DESCRIPTION:

The Public Works lunchroom is in need of renovation; therefore, staff is seeking approval from the Town Council for its remodeling.

The project includes the demolition and removal of existing furniture, painting, flooring, and the installation of new furniture.

Staff has reached out to several contractors and has received the following quotes:

Painting for Public Works lunch room:

Gonzalez Painting and Waterproofing, Inc. \$3,100

Flooring for Public Works lunch room:

Professional Flooring Contractors \$6,747.03

Furniture for Public Works lunch room:

Pradere Office Products \$18,697.38

Removal and disposal of furniture

Thunder Construction \$5,875.00

Replacement of Doors

Thunder Construction \$7,980.00

GRAND TOTAL: \$42,399.41

In accordance with purchasing guidelines, all quotes are less than \$10,000, except for furniture, which is part of a larger State contract (Piggyback contract from State of Florida #56120000-19-ACS).

Staff anticipates the Public Works renovations project will be completed by September 30, 2021.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

On March 10th, 2021 the Town Council 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.

* \$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. Pradere Office Products Quote for PW Furniture (1)
2. Thunder Construction Quotes for PW - Lockers
3. Thunder Construction Estimate for PW - Doors
4. Gonzalez Painting Quote for Public Works
5. Professional Flooring Quote for Public Works
6. State of Florida Contract #56120000-19-ACS Bid Info



Pradere Office Products

7655 W 20th Ave
Hialeah, FL 33014
PH: 305-823-0190
www.pradereoffice.com

PROPOSAL

Date: 20-Jul-21

ILEANA PRADERE

Proposal for:

BAY HARBOR ISLANDS

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
1	1	CABINET PUBLIC WORKS	60W 22D Rectangular Worksurface TFL/HPL-PP Edge TFL Solid Color with 2mm PP Edge Frosty White (FW2) Square Frosty White (FW2) No Grommet No Grommet No Cutout	\$167.31	\$167.31
2	2	CABINET PUBLIC WORKS	Worksurface Height Door Cabinet No Riser Support, Use with 22"D Worksurfaces, 30"W x 21.875"D x 27.875"H TFL Linen (CO2) Linen (CO2) Finished No Lock Parallel Luster Grey	\$386.88	\$773.76
				CABINET Subtotal	\$941.07
4	1	DIR. OF PUBLIC WORKS	GLB 12"d x 36"w x 84"h, Bookcase w/ 1 Fixed and 4 Adjustable Shelves, ZIRA Zira Top Finishes 1-Dark Espresso F-1.5" Top, Standard Edge Zira Storage Base Finishes 2-Dark Espresso	\$473.00	\$473.00
				DIR. OF PUBLIC WORKS Subtotal	\$473.00
6	1	ENGINEER	GLB 12"d x 36"w x 84"h, Bookcase w/ 1 Fixed and 4 Adjustable Shelves, ZIRA Zira Top Finishes 1-Dark Espresso F-1.5" Top, Standard Edge Zira Storage Base Finishes 2-Dark Espresso	\$473.00	\$473.00
				ENGINEER Subtotal	\$473.00
8	2	KITCHEN PUBLIC WORKS	Applause 60x30 Rectangle Top TFL Laminate, or HPL TFL FrostyWhite (FW2) Square Matching Edge Finish No Modesty No Modesty Edge Finish No Front Cap Finish No Grommet/Power Cutout No Power Cutout No Connector Bracket Reese Base (Set of 4) Glides Luster Grey None	\$422.69	\$845.38

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
9	1	KITCHEN PUBLIC WORKS	102x24.5x5 Laminate Worksurface with Backsplash, Mile Marker Frosty White (FWP) Frosty White (FW2) No Selection of Option Drop-in 4.5" Deep Paddle Handle 3.5" Gooseneck No Selection of Option	\$1,549.72	\$1,549.72
10	2	KITCHEN PUBLIC WORKS	18x13.1875x30 Single Upper Cabinet Open, Mile Marker Linen (CO2) Adjustable Shelves None	\$168.56	\$337.12
11	1	KITCHEN PUBLIC WORKS	18x24.25x33 Single Base Cabinet with Door, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Left Euro Soft Close Hinge No Selection of Option Adjustable Shelves No Lock Era Luster Grey	\$372.38	\$372.38
12	1	KITCHEN PUBLIC WORKS	18x24.25x33 Single Base Cabinet with Door, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Right Euro Soft Close Hinge No Selection of Option Adjustable Shelves No Lock Era Luster Grey	\$372.38	\$372.38
13	1	KITCHEN PUBLIC WORKS	18x24.5x5 Laminate Worksurface with Backsplash, Mile Marker Frosty White (FWP) Frosty White (FW2) No Selection of Option No Selection of Option No Selection of Option No Selection of Option	\$136.74	\$136.74
14	1	KITCHEN PUBLIC WORKS	21x14x30 Single Upper Cabinet with Door, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Right Euro Soft Close Hinge None No Lock Era Luster Grey	\$287.24	\$287.24
15	1	KITCHEN PUBLIC WORKS	27x24.25x33 Double Base Cabinet with 2 Drawers 2 Doors, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge Adjustable Shelves No Lock Era Luster Grey No Drawer Liner	\$588.67	\$588.67

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
16	1	KITCHEN PUBLIC WORKS	27x24.25x33 Double Sink Cabinet with Door, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge No Lock Era Luster Grey	\$460.53	\$460.53
17	1	KITCHEN PUBLIC WORKS	30x14x30 Double Upper Cabinet with Doors, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge Adjustable Shelves No Lock Era Luster Grey	\$400.76	\$400.76
18	1	KITCHEN PUBLIC WORKS	30x14x30 Double Upper Cabinet with Half Doors, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge Microwave Shelf No Lock Era Luster Grey	\$365.50	\$365.50
19	1	KITCHEN PUBLIC WORKS	30x24.25x33 Double Base Cabinet with 2 Drawers 2 Doors, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge Adjustable Shelves No Lock Era Luster Grey No Drawer Liner	\$629.52	\$629.52
20	1	KITCHEN PUBLIC WORKS	33x14x30 Double Upper Cabinet with Half Doors, Mile Marker Linen (CO2) Linen (CO2) Linen (CO2) Euro Soft Close Hinge None No Lock Era Luster Grey	\$370.23	\$370.23
21	1	KITCHEN PUBLIC WORKS	18"W Toe Kick Rail Linen (CO2)	\$43.00	\$43.00
22	1	KITCHEN PUBLIC WORKS	45"W Toe Kick Rail Linen (CO2)	\$55.90	\$55.90
23	1	KITCHEN PUBLIC WORKS	57"W Toe Kick Rail Linen (CO2)	\$61.06	\$61.06
24	1	KITCHEN PUBLIC WORKS	CAR 6x13.1875x30 Upper Filler, Mile Marker Linen (CO2)	\$56.33	\$56.33

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
25	10	KITCHEN PUBLIC WORKS	Shuttle - Four Leg Guest Chair, Armless, Plastic Back and Upholstered Seat P01 Black Swan Fabric Grade B 9to5 - Nautilus - Ace Nickel Silver Frame Standard Poly Dome Glides No Ganging Clips No Cal TB 133 (standard upholstery) No Book Rack	925 \$155.24	\$1,552.40
				KITCHEN Subtotal	\$8,484.86
27	18	LOCKERS PUBLIC WORKS	LOCKER STEEL SINGLE TIER GREY - Stand Alone or Linked Together -12 x 18 x 78 Single Compartment Fully Assembled Metal Recessed Handle with Padlock Provision - PADLOCK NOT INCLUDED	\$192.98	\$3,473.64
28	4	LOCKERS PUBLIC WORKS	Strata - Silver Accents, Sled Base Guest Chair, Integrated Arms Fabric Grade B 9to5 - Nautilus - Ace Nickel No Cal TB 133 (standard upholstery)	925 \$270.38	\$1,081.52
				LOCKERS Subtotal	\$4,555.16
30	1	WORKSTATION PUBLIC WORKS	23.4"d x 15"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA Zira Storage Base Finishes 1-Designer White Handle Option (Required) P-Crescent Handle - Black C-Key Random (STD)	\$255.42	\$255.42
31	1	WORKSTATION PUBLIC WORKS	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, ZIRA Zira Storage Base Finishes 1-Designer White File Drawer (STD) Handle Option (Required) P-Crescent Handle - Black C-Key Random (STD)	\$301.86	\$301.86
32	1	WORKSTATION PUBLIC WORKS	24"d x 66"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA (STD) Thermally Fused Laminate, High Performance (1" Thick) Zira Top Finishes 1-Designer White F-1.5" Top, Standard Edge Zira Chassis Finishes 2-Designer White M-Full Modesty Panel (1" A.F.F) Grommet/Electrical Not Required - Left Position Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) Center Position Grommet/Electrical Not Required - Right Position Grommet/Electrical Not Required - Custom Grommet Location	\$347.44	\$347.44
33	1	WORKSTATION PUBLIC WORKS	Vault - Mesh Mid-High Ratchet Back, Simple Synchro-Tilt Control, A6 6 Way Adjustable Arms Fabric Grade E Momentum - Accord M21 Black Mesh BA10P 26" High Profile Aluminum Base - Polis C6 Large Diameter Carpet Casters Standard Seat Foam No Cal TB 133 (standard upholstery)	925 \$361.56	\$361.56
				WORKSTATION Subtotal	\$1,266.28

LINE	QTY	TAG	DESCRIPTION	SELL	EXT SELL
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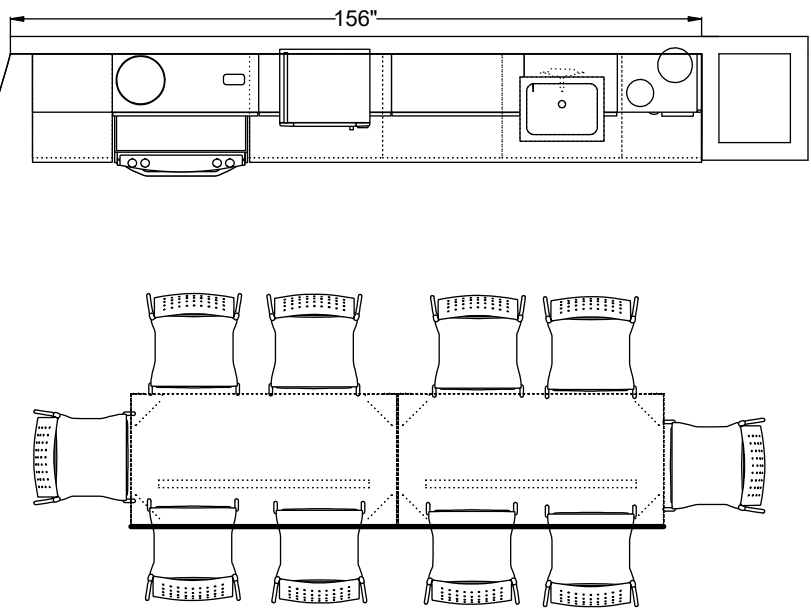
				Subtotal	\$16,193.37
			Delivery and Installation During Regular Business Hours		\$2429.01
				Freight	\$75.00
				Grand Total	\$18,697.38

Approval Signature:
Date:

Pricing is valid for 30 days from date on proposal.

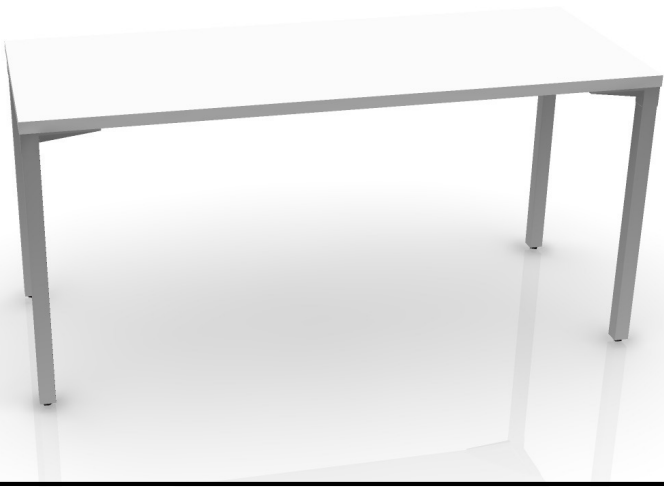
Please ask your sales representative for current lead times.

* Seating in render is a placeholder*



OFS - APPLAUSE TABLE WITH REESE BASE
(2 TABLES TO FIT 10 PEOPLE)

9 TO 5 SEATING - SHUTTLE GUEST CHAIR IN
PLASTIC BACK AND ACE, NICKEL VINYL SEAT
(QUOTED WITHOUT ARMS)



7655 W 20TH Avenue
Hialeah, FL 33014
P. 305.823.0190
www.pradereoffice.com/
Sales Rep: Ileana Pradere
Email: ileana@pradereoffice.co

BAY HARBOR ISLANDS	
BOOKCASES	Floor:
Scale: NTS	Approved by:
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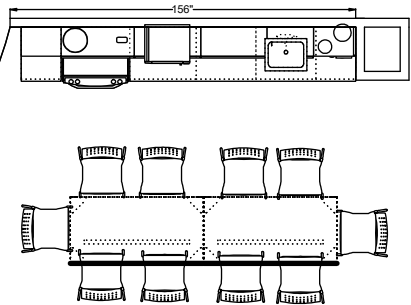
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CURVED WALL

31"W SPACE FOR OVEN

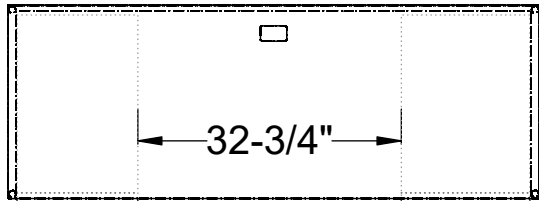
OFS MILE MARKER DOES NOT HAVE A
DOUBLE SINK



7655 W 20TH Avenue
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P. 305.823.0190
www.pradereoffice.com/
Sales Rep: Ileana Pradere
Email: ileana@pradereoffice.co

BAY HARBOR ISLANDS	
LUNCH ROOM-KITCHENETTE	Floor:
Scale: NTS	Approved by:
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07/19/21	MELO
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GLOBAL - ZIRA 24"D X 66"W

60"W IS TOO TIGHT - 66"W ALLOWS FOR USER COMFORT/KNEE CLEARANCES.



9 TO 5 SEATING - VAULT 1460 MID-HIGH RATCHET BACK TASK CHAIR IN BLACK MESH AND ACE, NICKEL VINYL



7655 W 20TH Avenue
Hialeah, FL 33014
P. 305.823.0190
www.pradereoffice.com/
Sales Rep: Ileana Pradere
Email: ileana@pradereoffice.co

BAY HARBOR ISLANDS

PUBLIC WORKS WORKSTATION

Scale: NTS

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Floor:

Approved by:

REVISIONS

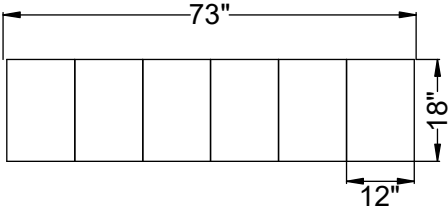
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9 TO 5 SEATING - STRATA MODEL #1560GT
IN ACE, NICKEL VINYL



CONFIGURATION:
6 TALL METAL LOCKERS - FULL HEIGHT
64"H - 78"H
73"W OVERALL



SAFCO - SINGLE TIER LOCKER 12"W" X 18"D X 78"H
3 SETS OF THIS CONFIGURATION OF LOCKERS



7655 W 20TH Avenue
Hialeah, FL 33014
P. 305.823.0190
www.pradereoffice.com/
Sales Rep: Ileana Pradere
Email: ileana@pradereoffice.co

PUBLIC WORKS - SEATING AND LOCKERS

Scale: NTS

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BAY HARBOR ISLANDS

Floor:

Approved by:

REVISIONS

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07/19/21	MELO
Enter text here	Enter text here



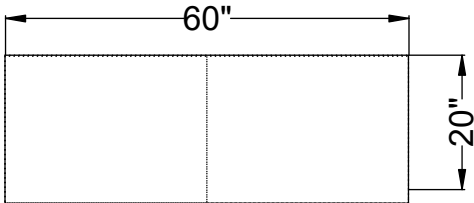
GLOBAL - ZIRA BOOKCASE

TO GO IN DIRECTOR OF PUBLIC WORKS OFFICE AND
ENGINEERING OFFICE, QTY OF 1 EACH



OFS - STAKS STORAGE AT 29"H W/
DOOR CABINETS

TO GO UNDER TV AREA



7655 W 20TH Avenue
Hialeah, FL 33014
P. 305.823.0190
www.pradereoffice.com/
Sales Rep: Ileana Pradere
Email: ileana@pradereoffice.co

BAY HARBOR ISLANDS	
STORAGE AND BOOKCASES	Floor:
Scale: NTS	Approved by:
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REVISIONS	
DATE	DESIGNER
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07/19/21	MELO
Enter text here	Enter text here
5/5	

ESTIMATE

BAY HARBOR ISLANDS - PUBLIC WORKS (BREAKROOM)

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 # 011194

Date 07/14/2021

PO # 2021-

9665PWBREAKROOM

Business / Tax # CERTIFIED BUILDING

Description	Quantity	Rate	Total
PUBLIC WORKS - BREAKROOM DEMOLITION	1.0	\$5,875.00	\$5,875.00
SCOPE OF WORK: REMOVE AND DISPOSE OF ALL EXISTING FURNITURE AS PER WALKTHROUGH INSIDE THE PUBLIC WORKS BREAKROOM			
REMOVE AND DISPOSAL OF ALL FURNITURE INSIDE OF THE FOLLOWING LOCATIONS: PUBLIC WORK BREAK ROOM AND LOCKER ROOM			
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	\$5,875.00
Total	\$5,875.00
Deposit Due	\$3,525.00

Payment Schedule

Deposit (60%)	\$3,525.00
Final (40%)	\$2,350.00

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 - PUBLIC WORKS
(BREAKROOM)

ESTIMATE

BAY HARBOR ISLANDS - PUBLIC WORKS (DOORS)

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 # 011189

Date 07/14/2021

PO # 2021-9665PWDOORS

Business / Tax # CERTIFIED BUILDING

Description	Quantity	Rate	Total
PUBLIC WORKS - DOORS REPLACEMENT	1.0	\$7,980.00	\$7,980.00
SCOPE OF WORK: REPLACE (2) PREHUNG HOLLOW METAL DOORS WITH STANDARD HANDLES AND REPLACE (1) HOLLOW METAL DOOR SLAB WITH STANDARD HANDLE.			
- REMOVE (2) EXISTING DOORS WITH FRAMES			
- INSTALL (2) NEW METAL HALLOW DOORS WITH FRAMES AND HANDLES			
- REMOVE (1) INTERIOR DOOR SLAB			
- INSTALL (1) INTERIOR DOOR SLAB WITH STANDARD HANDLE.			
- INSTALL (3) DOOR CLOSER			
- DISPOSE ALL OLD DOORS			
- PARTIAL INTERIOR AND EXTERIOR WALL PLASTER, STUCCO AND PAINT TOUCH-UPS			
LABOR AND MATERIALS INCLUDED			

Subtotal	\$7,980.00
Total	\$7,980.00
Deposit Due	\$4,788.00

Payment Schedule

Deposit (60%)	\$4,788.00
Final (40%)	\$3,192.00

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.

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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 - PUBLIC WORKS
(DOORS)

GONZALEZ PAINTING & WATERPROOFING INC.

1070 East 52 Street, Hialeah, FL 33012

Tel: (305) 687-0903; (305) 970-4977

email: gonzalezpaintingfl@att.net

Painting Proposal

Date: June 27, 2021

Submitted to: Mrs Maythe Martin
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Fl 33154
305-866-6241
mmartin@bayharborislands-Fl.gov

Reference Job: Interior painting of Council Chambers & Public Works area

The following is a proposal presented by Gonzalez Painting & Waterproofing Inc., hereinafter referred to as the “Contractor” and to Town of 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:

- Council Chamber Walls, office, doors and frames.
- Public Works Department – walls, ceilings, doors and frames.

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.

Owner(s) initials: _____

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 contractor 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 and payment terms:

Council Chambers- \$2,750.00

Public Works Department-\$3,100.00

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.

Authorized signature: _____

Print name and title: MARIO A. GONZALEZ, PRESIDENT

NOTE: This proposal may be withdrawn if not accepted within thirty days.

Owner(s) initials: _____

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:

Town of Bay Harbor Islands

Accepted:

Signature:_____

Date:_____

Owner(s) initials:_____

Mannington®

COMMERCIAL

1844 US Hwy 41 SE

Calhoun, GA 30701

Estimate

Quote #

4635

Customer PO

Contract #

080819-MMI

Date

6/29/2021

Sales Person1

April Middleton

Designer

Acct # 279

For: Fax

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Job Site:

Contact: Maythe Martin

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
LVT					
Materials	864 SqFt	Spacia 20mil LVT 27sf/ ct	Antique Oak SS5W2507	\$3.19	\$2,756.16
Adh/Sundries					
Materials	2 Each	PS Adh, 4 Gal 457150		\$201.33	\$402.66
Wall Base					
Materials	300 LnFt	Type TP 4" Cove Base	208 Light Gray	\$0.82	\$246.00
Adh/Sundries					
Materials	3 Each	MR101C, Cove Base Adh, 30oz Tube		\$7.07	\$21.21
Labor					
Labor	860 SqFt	Install LVT		\$2.00	\$1,720.00
Labor					
Labor	240 LnFt	Install Base		\$1.25	\$300.00
Labor					
Labor	860 SqFt	1/8" Skim Coat		\$0.60	\$516.00
Labor					
Labor	7 SqFt	Floor Prep		\$55.00	\$385.00
Labor					
Labor	1 Each	Project Management Fee		\$400.00	\$400.00

Continuation For: Town of Bay Harbor Islands, Quote # 4635

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
<i>Information</i>			<i>Total</i>		
Side Mark- Public Works Dept P-480845 Mannington DM- Jeff Lovasco Installer- PFC- Sharon Carlson Sourcewell Contract 080819-MMI			Labor		\$3,321.00
			Materials		\$3,426.03
			Contract Total		\$6,747.03
			Sales Tax		
			Grand Total		\$6,747.03
			Date	Ck#	
			Deposit		

1. Price includes material & labor of flooring products listed above during normal business hours, unless otherwise noted.
2. Extensive floor preparation may be necessary due to unforeseen conditions of the subfloor. Should any unforeseen conditions arise on the job, you will be notified immediately and an estimate for the additional work can be prepared.
3. Any work not reflected in the above scope of work is not included, and will require a signed change order.
4. Moving of retail merchandise/displays not included.

All sales of Mannington Mills, Inc. products are governed by Mannington's General Terms and Conditions for the Sale of Flooring Products which can be accessed at www.manningtoncommercial.com

EXCLUSIONS: Protection of new flooring, major floor prep, moisture/asbestos abatement or testing.

Purchase Orders need to be made out to Mannington Commercial

Buyer _____ Date _____
Seller _____ Date _____



State of Florida – ACS Contract

Contract #: 56120000-19-ACS

Award#: [State of NY 23109](#)

Account Code: ACCT-FL

Effective: 06/20/2020 – 12/01/2023

Last Updated: 11/02/2020

Systems Discounting for Matrix, Divi, MWall, AO2, Support, Storage & Screens (Universal), Worsurfaces (Universal), Accessories (Universal), Clear & PET Screens (Universal) Oxygen & Aloft and PowerBeam

List Price of Order	End User Discount			Freight	
\$1-\$7,500	76%			Included	
\$7,501-\$30,000	77.25%			Included	
\$30,001-\$125,000	80.76%			Included	
\$125,001-\$300,000	81.25%			Included	
\$300,001-\$400,000	82.50%			Included	
\$400,001-\$500,000	83%			Included	
\$500,001+	Negotiable			Included	

Divi Fast Track Discounting for Divi Fast Track
Includes HAT Bases, Monitor Arms & Bolton Chairs included in the DFT Price List

List Price of Order	End User Discount			Freight	
\$1-\$30,000	N/A			N/A	
\$30,001-\$125,000	80.76%			Included	
\$125,001-\$300,000	81.25%			Included	
\$300,001-\$400,000	82.50%			Included	
\$400,001-\$500,000	83%			Included	
\$500,001+	Negotiable			Included	

Casegoods & Tables Discounting for Calibrate Series and Tables

List Price of Order	End User Discount			Freight	
\$1-\$125,000	81.5%			Included	
\$125,001-\$300,000	82%			Included	
\$300,001-\$400,000	82.75%			Included	
\$400,001-\$500,000	83.25%			Included	
\$500,001+	Negotiable			Included	

Seating Discounting for Seating

List Price of Order	End User Discount			Freight	
\$1-\$200,000	67.8%			Included	
\$200,001+	Negotiable			Negotiable	

Special Notes: Seating, Systems and Casegoods list pricing does not accrue for tier.

Special Notes:

- Price List: [State of NY](#)
- State PO must be submitted with every order
- Zone 1 in CAP/Giza (20/20)



Solicitation (Revised July 13, 2018)

**BIDS SHALL BE SENT TO THE ADDRESS LISTED IN SECTION 3.12 ONLY
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

BID OPENING DATE: Tuesday, August 14, 2018 TIME: 11:00 A.M. ET	TITLE: GROUP 20915 – Furniture, All Types (except Hospital Room and Patient Handling) (Statewide) Classification Code 56:			
SOLICITATION NUMBER: 23109	SPECIFICATION REFERENCE: As Incorporated Herein			
CONTRACT PERIOD: To Be Determined				
DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law§ 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.				
Primary Designated Contacts				
Matthew Jones Contract Management Specialist 1 Telephone No. (518) 474-4163 E-mail address: matthew.jones@ogs.ny.gov		Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: cheri.mccullough@ogs.ny.gov		
For MWBE Questions Only		For SDVOB Questions Only		
Email Address: MWBE@ogs.ny.gov		Email Address: VeteransDevelopment@ogs.ny.gov		
Lori Brodhead Phone: (518) 486-9866	Tryphina Ramsey Phone: (518) 486-9284	Anthony Tomaselli Phone No. (518) 474-2015		
For INSURANCE Questions Only				
Email Address: ogs.sm.insrev@ogs.ny.gov				
Leighann Brown		Telephone No. (518) 457-6595		
Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number)		NYS Vendor Identification Number: (See New York State Vendor File Registration Clause)		
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street	City	State	County	Zip Code
E-mail Address:		Company Web Site:		

If applicable, place an "x" in the appropriate box(es) (check all that apply)			
☐ NYS Small Business # Employees	☐ Service-Disabled Veteran Owned Business	☐ NYS Minority Owned Business	☐ NYS Women Owned Business
If you are not bidding, place an "x" in the box and return this page only. ☐ WE ARE NOT BIDDING AT THIS TIME BECAUSE:			

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE ☐	LETTER ☐	FLASH DRIVE ☐	OTHER ☐	# of Binders/Packages: _____
PURC. MEMO ☐	CD/DVD ☐	SDHC CARD ☐		Documented by: _____

RETURN THIS PAGE AS PART OF BID

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 180 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the products, deliverables and/or services as described in the Solicitation.
3. The Bidder has read and understands the provisions of the Solicitation, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By:

Signature of Person Authorized to
Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 17.

ITEM: Recognition and possible action requested by Council Member Bruder for a paid day off or a monetary gift card per employee, for Town employees who responded to the South Champlain Condominium Towers' Collapse in Surfside.

DESCRIPTION:

There was a tragic occurrence on June 24, 2021 with the partial collapse of the South Champlain Condominium Towers, which drew thousands of volunteers worldwide, including neighboring municipalities. The Town's Police, Public Works, and Administrative staff responded to the call for assistance and worked long days assisting with traffic detail, media communication with the neighboring communities, and monitoring the Town's water and sewer system to ensure the infrastructure was not impacted by the collapse.

Council Member Bruder has requested that the Town Council consider formal recognition of these employees who worked above and beyond and present them with one of the following:

- * One (1) paid day off, or
- * Monetary gift card

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

None

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Yaffe and Council Member Leonard regarding condominiums, cooperatives and other community associations, requiring them to deliver to the Town "Building Engineering Reports" reflecting the conditions of buildings, including structural and life safety components.

DESCRIPTION:

The discussion on the draft ordinance is sponsored by Council Member Yaffe and co-sponsored by Council Member Leonard for the Town Council to consider legislation to require condominiums, cooperatives owners association, and other community associations within the Town to deliver building engineering reports, which reflect the condition of the buildings, including structural and life safety components.

The proposed ordinance would require condominiums, and/or associations to file an engineer's report with the Town within 24 hours of receipt of said report by the designated person/point of contact for Associations.

Enclosed is a copy of a draft ordinance.

RECOMMENDED ACTION:

Council discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1. 08.04.2021 DRAFT Ordinance-Disclosure of Engineer's Report

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN CODE, ENTITLED “PROPERTY MAINTENANCE STANDARDS”; BY CREATING SECTION 24-20 “DELIVERY OF ENGINEERING REPORTS”, TO REQUIRE THE DELIVERY TO THE TOWN BUILDING ENGINEERING REPORTS, WHICH REFLECT BUILDING CONDITIONS, INCLUDING STRUCTURAL AND LIFE SAFETY COMPONENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida (the “Town”) finds that it is necessary to further enhance the monitoring of building conditions within the Town to ensure compliance by private property owners with life safety requirements of the Florida Building Code and applicable Miami-Dade County and Town Ordinances; and

WHEREAS the Town Council finds that the timely delivery of engineering reports to the Town, as provided herein, will serve to promote the health, safety, and welfare of the residents of the Town.

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

Section 1. Recitals Incorporated. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Town Code Amended. That Section 24-20 “Delivery of Engineering Reports”, of Chapter 24, “Property Maintenance Standards” of the Code of the Town of Bay Harbor Islands is hereby amended by creating the following new Section, to read as follows:

Chapter 24 – PROPERTY MAINTENANCE STANDARDS

Section. 24-20 – Delivery of Engineering Reports.

- (a) The duties imposed by this Section are applicable to any person (the “Responsible Person”) who serves as the president (the “President”) of a condominium association, homeowners association or cooperative owners association (each constituting a “Community

Association” for the purposes of this section). The duties of this Section shall also apply to any person, firm, corporation, or entity serving as a property manager (the “Property Manager”) for a Community Association or as a property manager for any apartment complex of more than four (4) units. Such person, firm, corporation, or entity shall be included in the term “Responsible Person” as used in this Section. The President may designate a qualified employee or contractor of the Community Association to perform the duties of paragraphs (b) and (c) of this Section on behalf of and in lieu of the President by filing a written designation with the Town Manager naming the person, firm, corporation, or entity who shall assume such duties of the President (the “Designee”). The written designation and acceptance of the designation by the Designee must be provided to and approved by the Town Manager on a form which is authorized for use by the Town Manager. A violation of this Section by a President is not cured by the filing of the designation form after conduct which constitutes a violation of this Section by the President has already occurred. A Designee shall constitute a Responsible Person under this Section.

- (b) In the event that a Responsible Person(i.e.: the President or his or her Designee or Property Manager) receives the report of a professional engineer or architect (collectively, the “Engineer’s Report”) concerning the structural, electrical, or life safety conditions of a building which is under the control or jurisdiction of a Community Association served by such Responsible Person (or as the Property Manager of an apartment complex as described above), said Responsible Person shall file a copy of such Engineer’s Report with the Town’s chief Building Official and Town Manager.
- (c) The Engineer’s Report described in paragraphs (a) and (b) above, shall be filed with the Town officials listed above within 24 hours of receipt of said Engineer’s Report by the Responsible Person. Filing shall be accomplished by hand delivery to the offices of the Town’s chief Building Official and Town. If an Engineer’s Report is hand delivered, it shall be hand delivered to the offices of the Town’s chief Building Official and Town Manager in both digital format and hard copy for compliance with this Section. Engineer’s Reports which have been provided to a Responsible Person before the effective date of this Section shall be filed by the Responsible Person with the Town within 24 hours of Town’s written request.
- (d) A Community Association shall be responsible for the payment of any fine which would otherwise be payable by the President of the Community Association for a violation of this Section.

Section 3. **Penalty.** That a violation of this Ordinance shall be subject to the penalties provided in Section 1-8 of the Town Code.

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity

of any part.

Section 5. **Inclusion in the Code.** That it is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. **Implementation.** That the Town Manager is hereby authorized to take any action which is necessary to implement this Ordinance.

Section 7. **Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading on this ____ day of _____ 2021.

PASSED AND ADOPTED on second reading on this ____ day of _____ 2021.

JOSHUA D. FULLER
MAYOR

ATTEST:

ALBA L. CHANG
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
JOSEPH GELLER, ESQ.
TOWN ATTORNEY

AGENDA ITEM REPORT

August 10, 2021

ITEM NUMBER: 19.

ITEM: Discussion and possible action regarding the Block 11 parking leases for Hippo Land, Inc. and Bay Harbor Executives Offices, Inc. Enclosed are copies of the proposed leases.

DESCRIPTION:

At the July 29th, Special Council Meeting, Town Attorney Geller presented the Council with an update of the negotiated parking leases for Hippo Land, Inc. and Bay Harbor Executives Offices, Inc (Block 11).

The following proposed parking leases are hereby provided:

- * Hippo Land, Inc - \$19,000 per year, with a 2% increase each year thereafter.
- * Bay Harbor Executives Offices, Inc - \$13,000 per year.

The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one year cancellation provision set forth above.

Staff Comments:

In order to use the platted easement along the alley for access, third-party utilities, and probably the Town's, will need to be relocated. Within the easement, there are at least 5 Florida Power & Light (FP&L) poles with guy anchors and AT&T infrastructure with cabinets that might need to be relocated, if access will be provided through our easement (see attached photo). Due to the complexity of the power relocation, FP&L will need to design and provide a cost estimate.

Regarding our underground infrastructure (water, sewer) these should not present a problem, but if repairs are needed, the easement access needs to be closed. This is the last segment of the gravity system before our Pump Station, hence the deepest segment to conduct repairs. For the sewer, staff does not recommend relocation given that relocation will impact the head needed and will result in work inside the Master Pump Station, which is a huge endeavor due to the size and depth of the pipe. Also, the location for the future emergency generator might need to be adjusted if the easement is used.

Enclosed are copies of the proposed leases, aerial map, and other supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

Bay Harbor Executive Offices (Sherman) previous cost of lease was \$6,710 - proposed cost of lease is \$13,000 plus the property taxes of around \$11,000.

Hippo Land, Inc. previous cost of lease was \$9,150 - proposed cost of lease is \$19,000 (with 2% escalation every year) plus property taxes of around \$10,900.

The Town incurred \$23,352.35 loss per year due to these leases. If these leases are to be signed the Town will be incurring \$39,567.74 loss per year.

Real Estate Taxes: Staff contacted the Tax Collector's office and the parking spaces are not tax exempt.

BUDGET IMPACT:

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

ATTACHMENTS

1. Section 23-24 of the Town Code
2. Kane Concourse Properties - Proposed leases Map
3. Aerial- Block 11
4. Block 11 - Easement
5. Parking Lease Estimation 2021 New Lease
6. TBHI Hippo Land Lease 07 29 21
7. Sherman Parking Lease
8. Prior Leases

Sec. 23-24. - Commercial parking approval required; enclosing commercial parking lots; parking of vehicles on certain unimproved lots; prohibition of parking spaces and parking structures on private property on the ground level within 60 feet of the pedestrian right-of-way of Kane Concourse and prohibiting visibility and access from Kane Concourse; number of parking spaces required generally.

- (a) In the B-1 business district commercial parking is prohibited except on specific approval of the town council. Commercial parking is defined as the operation of parking lots either with or without a charge. Such lots shall be enclosed on all sides, except at exits and entrances, by a solid masonry wall or hedge of a type approved by the town, or both, five feet in height just within the property lines. At all exits and entrances, the wall and/or hedge shall be installed and maintained at three feet in height for a distance of 25 feet on each side of each exit or entrance. Parking of vehicles on unimproved property on any lot in Blocks 11, 12, 20 and 21 is prohibited, excepting vehicles owned by the property owner, unless such parking fully complies with the provisions herein set forth. In the B-1 business district, parking spaces and parking structures are prohibited on an private property on the ground level within 60 feet of the pedestrian right-of-way of Kane Concourse, and visibility and access from Kane Concourse are prohibited.
- (b) Upon the occasion of any person seeking a permit for the erection, construction, reconstruction, structural alteration or addition to any buildings, the applicant for such permit shall, simultaneously with the submission of plans and specifications to the building department of the town, and simultaneously with the complying with any and all requirements therefor, specify in writing to the building department and designate on the plans for such building work an area or areas set aside for the exclusive use as parking and driveway facilities for vehicles on the building plot on which the proposed construction work is to be done, all in accordance with the provisions of this article.
- (c) The number of parking spaces to be provided in particular instances is as follows:

(1)	Single-family dwelling	Two spaces
(2)	Two-family dwellings	Two spaces for each dwelling unit
(3)	Multiple-family dwellings, including townhouses	A minimum of two parking spaces shall be required on the building plot for each dwelling unit within a multiple-family development, except as provided for otherwise in this article. In addition, guest parking spaces shall be provided for multiple-family developments in accordance with the following:

		1) At least one guest parking space shall be required for each whole platted lot.
		2) Within the RM-3 zoned tracts guest parking spaces shall be provided at a rate of 5% of the total number of required parking spaces.
		3) Guest parking spaces may be counted as a subset of the total number of required parking spaces within a development site.
		4) No guest parking spaces are required for townhouse developments that have the front of the dwelling unit facing directly on a public roadway with access to a garage. In this instance the individual dwelling unit driveway connecting the public road to the garage shall serve for guests. For townhouse developments with garages or parking facilities that are interior to the site, additional guest parking spaces are required at a rate of one parking space per platted lot.
		5) Through the Town's site development plan process the Town may allow dimensional variations of landscape strips to provide such guest parking spaces or for drop-off areas at building entrances. In no event shall the minimum percentage of green open space be reduced.
		6) All required guest parking spaces shall be placed within the development site. Guest parking spaces shall not be located on remote public or private parking lots/garages without prior approval of the Town Council.

		7) All required guest parking spaces shall be located in the front yard areas of a site, unless otherwise approved by the Planning and Zoning Board. Guest parking spaces may be co-designated as temporary delivery/loading areas. At least one guest parking space shall be so co-designated. All guest parking spaces/drop-off areas shall be noted by the use of signage/pavement markings.
		8) Notwithstanding the above, no guest parking spaces are required for a single-lot development site that is built without using TDR units. If any TDR units are requested guest parking spaces shall be required.
(4)	Hotels	One space for each of the first 20 individual guest rooms. One added space for each two guest rooms, or fraction thereof, in excess of 20.
(5)	Restaurants, public dining rooms, bars, private clubs, cocktail lounges	One parking space for each 100 square feet of customer service area. The above shall not be intended to include food and drink preparation areas, bathrooms, waiting areas or storage areas.
(6)	Retail, commercial, personal service, miscellaneous uses and business uses	One space for each 300 square feet of net floor area.
(7)	Office and professional uses	One space for each 300 square feet of net floor area
(8)	Private banking operations	A minimum of one space for each 475 square feet of net floor area or fraction thereof.

(9)	Places of assembly, religious institutions	One space for every four fixed seats, or one space for every six feet of bench seats, or one space per 60 square feet of net floor area for seating.
(10)	Public schools	The town adopts the minimum off-street parking requirements listed in F.S. chapter 423.10.2.8 as of July 1, 2005, and/or as modified as listed hereinafter: Faculty and staff—One parking space for each member of the faculty and staff (including administration, teachers and support staff); Visitors—One parking space for each 50 students; Community Clinic—Ten parking spaces, including at least one accessible space; High Schools—One space for every ten students in grades 11 and 12.

- (d) Whereas, multifamily buildings of more than one story in height generate a gross multitude of cars parked in the setback areas as well as all around the multifamily buildings themselves and thereby adversely affect the aesthetic beauty of the East Island of Bay Harbor Islands; and whereas multifamily buildings of one story do not create the poor appearance of a gross multitude of cars because not so many cars are parked around the perimeters of such one-story multifamily buildings; now, therefore, no automobiles or vehicles of any kind shall be parked in the setback area of any multifamily buildings in the East Islands which exceed one story in height, unless such multifamily buildings are presently constructed, except as allowed below.

Multifamily development parking design criteria.

- (1) A single-story multifamily building or townhouse may have required surface parking within the minimum building setback areas. A minimum ten-foot-wide landscape strip shall be provided between the street right-of-way line and any parking space or drive aisle and a minimum five-foot-wide landscape strip shall be provided between the interior lot line and any parking space or drive aisle. For townhouse developments, see subsection (5) below.
- (2) Off-street parking for multifamily buildings with more than one story shall be required to have, at a minimum, the following setbacks:

	Waterfront	Side Yards	Streets	Rear Yard
Ground Level	10 feet	5 feet	10 feet	5 feet

Below Grade	5 feet	5 feet	10 feet	5 feet
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- (3) Below-grade parking must shield the parking spaces and structure from view from all sides with decorative walls, earthen berms and landscaping.
- (4) Parking garages must meet the minimum setback requirements found with the appropriate multifamily zoning district; however, a below grade parking structure may cantilever to the setbacks established in this section. If a parking garage structure is provided above grade, the building facades of the parking garage facing adjoining development sites shall be closed-in and/or screened as required by the Planning and Zoning Board so that vehicular visibility, noise or odors emanating onto adjoining lots is minimized. If mechanical ventilation is used for the parking garage it shall be vented to outdoor areas and designed in such a manner to minimally impact adjoining residential development sites.
- (5) All multifamily developments shall provide for a designated drop-off area to a walkway at the building entrance into a lobby by the use of a driveway or shared driveway that does not block the normal flow of traffic for more than a few moments. This provision shall not apply to townhouse developments or development sites of one platted lot.
- (6) Special provisions for townhouse developments. Notwithstanding the above, due to the unique design characteristics of townhouse developments, the following variations in the design standards apply:
 - a. Townhouse developments are strongly encouraged to provide access to on-site parking areas and parking garages through internal driveways and frontage roads to minimize the number of driveway connections to adjoining roadways. When possible, garage doors should face either side or rear property lines and adequate screening from adjoining properties shall be provided.
 - b. For instances where townhouse units are approved in a row where each unit provides a direct driveway connection from an adjoining roadway to an on-site parking space or garage, driveway connections shall be limited to a maximum width of 12 feet for a single driveway and 18 feet for a double driveway at the curb line. Individual driveways shall be separated by landscaped islands of at least two feet in width and designed to include privacy walls or fences, shrubs and small trees/palm species to avoid a continuous hardscape appearance and to provide privacy between individual units. Not more than 50 percent of a property street frontage may have hard driveway surfaces. The remaining land must be landscaped area.
 - c. Townhouse developments shall provide a minimum of two parking spaces. At least one of the parking spaces shall be within a fully enclosed garage within each unit. Each parking

space shall be accessible without driving over or through another parking space.

- (e) Notwithstanding the above, existing buildings in the B-1 business district shall be exempt from the parking requirements of subsection (c)(5) and (6) as of the effective date of this ordinance [Ord. No. 1008, adopted May 8, 2017]. For purposes of this section an existing building is defined as one that is present, available and in operation as of the effective date of this ordinance and shall not include any future development that have not received a certificate of occupancy as of the date of this ordinance [Ord. No. 1008, adopted May 8, 2017].
- (f) Parking requirements for restaurants approved as a mixed-use development in the Gateway District which open only for dinner between the hours of 6:00 p.m. and 2:00 a.m are exempt from the parking requirements set forth above. Town licenses for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. shall specify on their faces that the license is restricted to the hours between 6:00 p.m. and 2:00 a.m., and if the restaurant is open for business before or after such hours, the license is void unless arrangements are made to secure additional parking spaces, pay into the parking trust, or the town has approved a parking reduction order. This exemption shall only be applicable to the Gateway District.
- (g) Buildings that are enlarged in floor area, volume, capacity or space occupied shall provide the additional off-street parking facilities as specified above.

(Ord. No. 130, §§ 4, 5, 6-8-59; Ord. No. 133, § 1, 12-14-59; Ord. No. 217, § 2, 3-31-69; Ord. No. 266, §§ 1, 2, 7-20-73; Ord. No. 350, § 1, 4-9-79; Ord. No. 387, § 1, 2-9-81; Ord. No. 405, § 1, 12-2-82; Ord. No. 659, § 1, 3-13-00; Ord. No. 688, § 1, 9-10-01; Ord. No. 738, 2-9-04; Ord. No. 740, § 2, 3-8-04; Ord. No. 747, § 4, 8-16-04; Ord. No. 770, § 1(Exh. A), 5-9-05; Ord. No. 779, § 1(Exh. A), 9-12-05; Ord. No. 810, § 1(Exh. A), 10-9-06; Ord. No. 813, § 1(Exh. A), 1-8-07; Ord. No. 949, § 1(Exh. A), 5-13-2013; Ord. No. 950, § 1(Exh. A), 6-10-2013; Ord. No. 951, § 1(Exh. A), 6-10-2013; Ord. No. 1008, § 1, 5-8-17)



BAY HARBOR TER

Parking easement between Town and Landon Hotel expired in 1986. The lease needs to be renewed to keep the Town's parking in a 5 - foot parking area. (5 feet in the westerly area of hotel property lot [Lot 2])

9665 Bay Harbor Terrace (Town Property) – property line in yellow

Landon Hotel
9650 E. Bay Harbor Terrace

Platted alley owned by Town. Can be used for access. Parking spaces and utilities may have to be relocated

1067 KC-Wittels
(Issue: Lease requested.)

1065 KC Finvarb
(No lease needed)

1045 KC-Sherman
(Issue: lease requested).

1025 KC-Cohen
(No lease presented. A building expansion is being considered by owner.)

1019 KC – Bussel.
(No lease presented. Sent Demand to Cease and Desist Letter. See area above.

INFORMATION



002-0001 (Reference)

LODGE CONDO

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ONLY

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AMILY - CONDOMINIUM

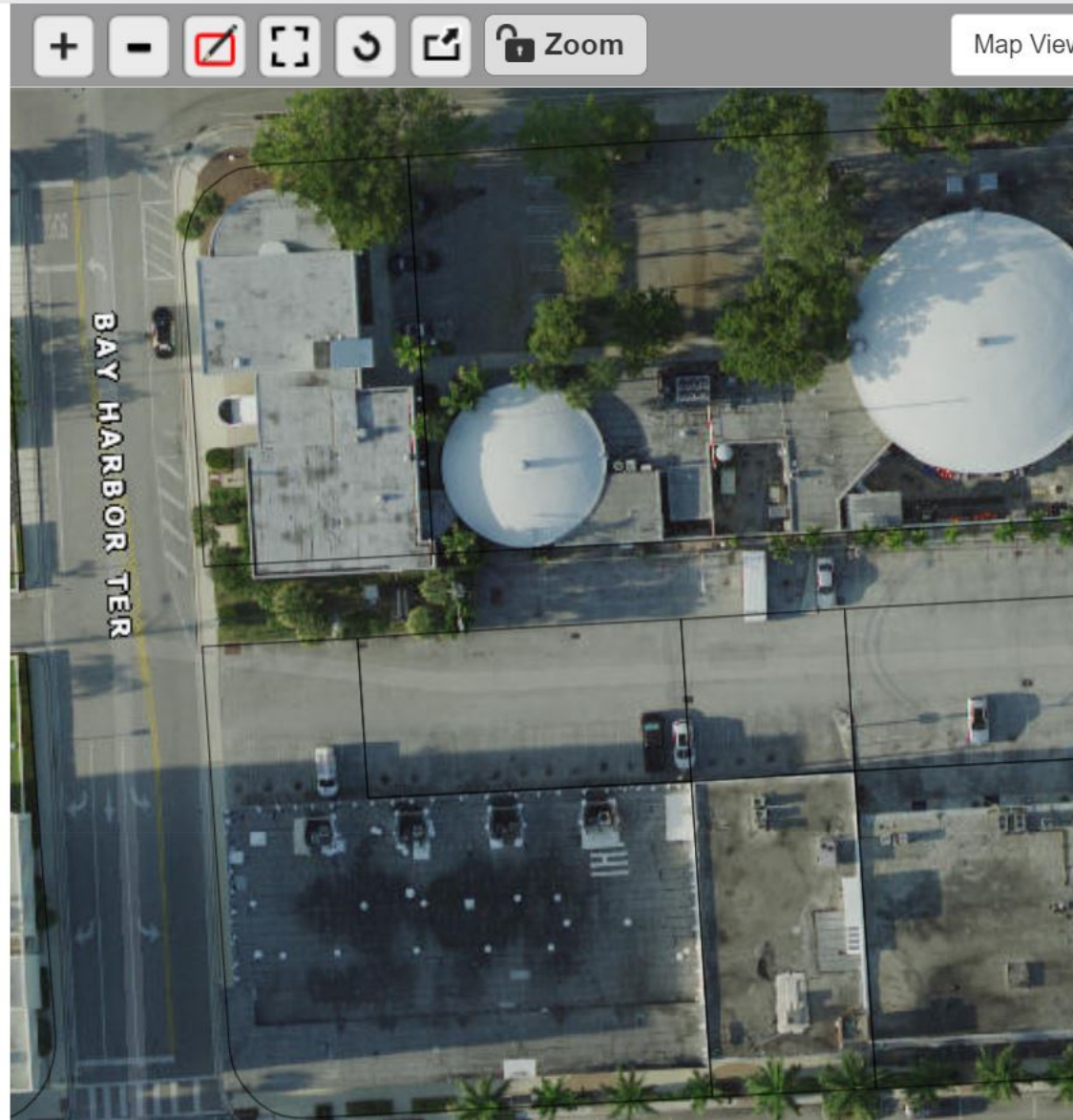
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BAY HARBOR ISLANDS
PARKING LEASE WITH OWNERS
ESTIMATED FINANCIAL IMPACT

	Pre COVID Year	COVID19 Pandemic Year	Post COVID 10 moths of
Total Green Lot Revenue	FY 2019	FY 2020	FY 2021
Pay-by-Phone	\$ 46,464.37	\$ 34,789.48	\$ 36,469.77
Parking Decals	\$ 12,566.15	\$ 8,122.30	\$ 10,406.15
Total PBP and Decal Revenues	\$ 59,030.52	\$ 42,911.78	\$ 46,875.92
Total Parking Spots	97	86	86
Total Revenue per Spot per Year	\$ 608.56	\$ 498.97	\$ 545.07

Current Proposed Lease Agreements Starting on July 1st, 2021

BUSINESS NAME	ESTIMATED REVENUES TOTAL	Cost/Parking Space Units	Number of parking spaces	Total Lease Costs	Estimated Property Tax	ESTIMATED EXPENDITURE S TOTAL	ESTIMATED NET REVENUES/ (LOSS)
Bay Harbor Executive Offices Inc. (Sh	\$ 6,059.55		11	\$ 13,000.00	\$ 11,000.00	\$ 24,000.00	(17,940.45)
Hippo Land Inc.	\$ 8,263.03		15	\$ 19,000.00	\$ 10,890.32	\$ 29,890.32	(21,627.29)
	Revenues		Parking Spots	\$ 32,000.00	\$ 21,890.32	Expenditures	Total
TOTAL:	14,323		26			\$ 53,890.32	(39,567.74)

Prior Executed Lease Agreements Started on October 14th, 2019 & August 12th, 2019

BUSINESS NAME	ESTIMATED REVENUES TOTAL	Cost/Parking Space Units	Number of parking spaces	Total Lease Costs	Estimated Property Tax	ESTIMATED EXPENDITURE S TOTAL	ESTIMATED NET REVENUES/ (LOSS)
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Bay Harbor Executive Offices Inc	\$ 6,091.45	\$ 610.00	11	\$ 6,710.00	\$ 11,000.00	\$ 17,710.00	(11,618.55)
Hippo Land Inc.	\$ 8,306.52	\$ 610.00	15	\$ 9,150.00	\$ 10,890.32	\$ 20,040.32	(11,733.80)
	Revenues	Parking Spots		\$ 15,860.00	\$ 21,890.32	Expenditures	Total
TOTAL:	14,398	26				\$ 37,750.32	(23,352.35)

LEASE

THIS LEASE, executed this ____ day of _____, 2021, between **HIPPO LAND, INC.**, a Florida corporation, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 12 and 13, in Block 11, **BAY HARBOR ISLANDS** according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of August, 2021, to and including the 31th day of July, 2026, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period is to be the rate of \$19,000 per year, payable each year, payable as follows: NINETEEN THOUSAND DOLLARS (\$19,000.00) on the 1st day of August, of each year stipulated in this agreement, with the said rental to be payment in advance for the year next ensuing after the date of payment. The amount specified above shall be increased by 2% for each year that this lease is enforced, beginning on the 1st day of the 2nd lease year.

The Lessee agrees to keep, conform to and abide by each and every of the following, which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease. In the event any real estate taxes are found to be due, they shall be paid by Lessee, provided that Lessor shall cooperate fully in reducing the amount of any real estate taxes which may be due.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in any way related to the land lease herein.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith.

Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

7. The Lessor is to be named as additional insured on town liability policy, solely with regard to the leased property.

8. Both parties have the right to cancel this agreement, and any extension thereof, upon one year's written notice to the other party.

9. The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one year cancellation provision set forth above.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:

HIPPO LAND, INC., a Florida Corporation

Name:

By: _____
Name

Name:

Witnesses:

TOWN OF BAY HARBOR ISLANDS

Name:

By: _____
MAYOR

Name:

Attest: _____
TOWN CLERK

LEASE

THIS LEASE, executed this 1st day of **July**, 2021, between **BAY HARBOR EXECUTIVE OFFICES, INC.**, a Florida corporation, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

WITNESSETH

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 12 and 13, in Block 11, **BAY HARBOR ISLANDS** according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of July, 2021, to and including the 30th day of June , 2026, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period to be the rate of \$13,000 per year, payable each year, payable as follows: THIRTEEN THOUSAND DOLLARS (\$13,000.00) on the 1st day of **July**, of each year stipulated in this agreement, with the said rental to be payment in advance for the year next ensuing after the date of payment.

The Lessee agrees to keep, conform to and abide by each and every of the following, which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.

2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease. In the event any real estate taxes are found to be due, they shall be paid by Lessee, provided that Lessor shall cooperate fully in reducing the amount of any real estate taxes which may be due.

3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.

4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in any way related to the land lease herein.

5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith.

Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

7. The Lessor is to be named as additional insured on town liability policy, solely with regard to the leased property.

8. Both parties have the right to cancel this agreement, and any extension thereof, upon one year's written notice to the other party.

9. The Lessee shall have the option of extending this lease, at its sole option, for an additional period of six (6) years, subject to the one year cancellation provision set forth above.

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:

Name:

Name:

Witnesses:

Name:

Name:

**BAY HARBOR EXECUTIVE OFFICES,
INC.,** a Florida Corporation

By: _____
Name

TOWN OF BAY HARBOR ISLANDS

By: _____
MAYOR

Attest: _____
TOWN CLERK

PRIOR LEASE AGREEMENTS
2019-2021

This document prepared by:
CRAIG B. SHERMAN, ESQ.
City Attorney
Sherman Law Offices Chartered
1000 Corporate Drive, Suite 310
Fort Lauderdale, FL 33334

LEASE

THIS LEASE, executed this 14th day of October, 2019, between **BAY HARBOR EXECUTIVE OFFICES, INC.**, a Florida corporation, the owner of the following described real property, the Lessor, and the **TOWN OF BAY HARBOR ISLANDS**, Florida, the Lessee.

W I T N E S S E T H

The Lessor for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, do hereby lease and demise unto said Lessee the following described premises, situate, lying and being in the Town of Bay Harbor Islands, County of Dade, State of Florida:

That portion of Lots 12 and 13, in Block 11, **BAY HARBOR ISLANDS** according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida, more particularly bounded and described as follows: Beginning at a point in the northerly line of said Lot 13 at its intersection with the westerly line of Lot 14; thence running westerly along the northerly line of said Lots 12 and 13, a distance of 100 feet more or less to the easterly line of Lot 11; thence turning at a right angle and running southerly along the westerly line of lot 12 a distance of 50 feet; thence turning at a right angle and running easterly along a line parallel to the northerly line of said Lots 12 and 13 a distance of 100 feet more or less to the westerly line of Lot 14; thence turning at a right angle and running northerly along the said easterly line of Lot 14 a distance of 50 feet more or less to the point of beginning.

TO HAVE AND TO HOLD the said premises unto said Lessee from the 1st day of April, 2019, to and including the 31st day of March, 2020, the Lessee yielding and paying to the Lessor the following rental:

The entire rental for this period to be the rate of \$610 per parking space per year payable as follows: \$610 X 11 PARKING SPACES = SIX THOUSAND SEVEN HUNDRED

Page 1 of 3

AND TEN DOLLARS (\$6,710.00) on the 1st day of APRIL, of each year stipulated in this agreement, with the said rental to be payment in advance for the year next ensuing after the date of payment.

The Lessee agrees to keep, conform to and abide by each and every of the following which are hereby made conditions of this Lease:

1. The premises shall be used only for the purpose of off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking.
2. The land hereby leased is declared to be exempt from state, county and city taxes of any nature and description whatsoever for the term of this Lease.
3. The Lessor hereby covenants with the Lessee that, upon the performance by the Lessee of all the conditions herein above set forth on the part of the Lessee to be performed, Lessee may quietly have, hold, occupy and use the above-described premises without interruption.
4. The Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments of any nature and description whatsoever arising out of, in connection with, or in anyway related to the land lease herein.
5. In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the leased premises, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the leased premises, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith.

Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

6. Lessee is responsible for maintenance of the leased premises.

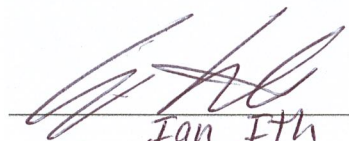
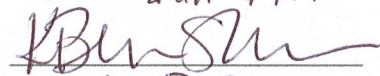
7. The Lessor is to be named as additional insured on town liability policy, solely with regard to the leased property.

8. Both parties have the right to cancel this agreement upon 60 days written notice to the other party.

Page 2 of 3

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed, sealed, and delivered on the day and year first above written.

Witnesses:


Ian ITH

Kristen B Sherman

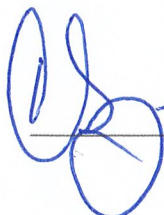
BAY HARBOR EXECUTIVE OFFICES, INC.,
a Florida corporation

By: 
Ian ITH

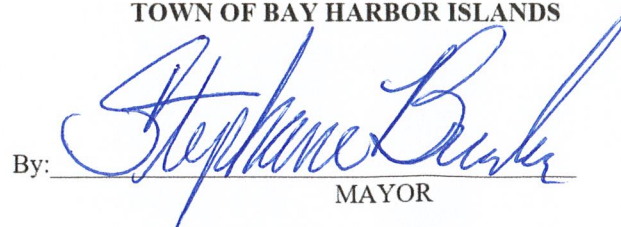
Attest: _____

(Corporate Seal)
(Lessor)

Witnesses:


Hemingway, C.S.

TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR



Attest: 
TOWN CLERK
(Corporate Seal)
(Lessee)

DURABLE FAMILY POWER OF ATTORNEY

BY THIS DURABLE FAMILY POWER OF ATTORNEY, I, OFELIA SHERMAN, of Miami-Dade County, Florida, appoint as my attorney in fact to manage my affairs my son, JEFFREY J. SHERMAN.

This durable family power of attorney shall not be affected by any physical or mental disability that I may suffer except as provided by statute, and shall be exercisable from this date. All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees, trust beneficiaries, and personal representatives. This power of attorney is nondelegable.

All of my property and interests in property, real and personal, of whatever nature or wheresoever situate are subject to this durable family power of attorney.

Specifically, without limiting the broad powers conferred by the preceding provisions, I authorize my attorney in fact to:

1. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.

2. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.

3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow money on such terms and with such security as my attorney may think fit and to execute all notes, mortgages and other instruments that my attorney finds necessary or desirable.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or building and loan deposits, regardless of any interest penalties that might result from such withdrawals.

6. Redeem bonds issued by the United States Government or any of its agents, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give good receipts and discharges for all money payable in respect to them.

8. Invest the proceeds of any redemptions or sales and any other or my money, in bonds, shares of stock and other securities as my attorney shall think fit.

9. Vote at all meetings of stockholders of any company and otherwise act as my attorney or proxy in respect of my shares of stock or other securities or investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.

10. Execute on my behalf any tax return and act for me in any examination, audit, hearing, conference or litigation relating to taxes, including authority to file and prosecute refund claims, and enter into any settlements.

11. Sell, rent, lease for any term, or exchange any real estate or interests in it for such considerations and upon such terms and conditions as my attorney may see fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me and another person jointly.

12. Prosecute, defend and settle all actions or other legal proceedings touching my estate or any part of it or touching any matter in which I may be concerned in any way.

13. Purchase bonds issued by the United States that can be applied at face or maturity value on account of estate tax liabilities, commonly known as "flower bonds".

14. Authorize the discontinuance of any heroic or unusual measures for the unnatural or undue prolongation of my life.

Statement of desires concerning life prolonging care and treatment, services and procedures:

My dying shall not be artificially prolonged under the circumstances set forth below and I do hereby declare as follows:

A. If at any time I should have a terminal condition and my attending physician(s) has (have) determined that there can be no recovery from such condition and my death is imminent, and where the application of life prolonging procedures would serve only to

artificially prolong the dying process, I direct that such procedures be withheld or withdrawn and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort, care or to alleviate pain. I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures will serve only to prolong, artificially, the process of dying.

B. In the absence of my ability to give directions regarding the use of such life prolonging procedures, it is my intention that this Declaration shall be honored by my family and physician(s) as a final expression of my legal right to refuse medical or surgical treatment and accept the consequences for such refusal.

15. To make a qualified disclaimer on my behalf under Section 2518 of the Internal Revenue Code (or any successor provisions with substantially the same effect) and under applicable state law, of any interest in property that could be disclaimed by me, regardless of whether my attorney in fact may benefit personally as a result of such disclaimer.

16. To have full and unimpeded access to all of my digital assets and information, passwords, login ID's and account information from any holders thereof, including emails.

STATEMENT OF RELEASE REQUIRED BY HEALTH INSURANCE PORTABILITY ACT (HIPAA)

The person named above shall have the status, power, uthority, rights and title as my Agent/Personal Representative(s) for all purposes as provided in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, 45 CFR §160-164, and under any and all state laws intended to provide privacy protection to me related to my medical, psychological, psychiatric, health, drug or other such records and/or information (all such state laws shall be hereinafter referred to as State-HIPAA laws).

I authorize my Agent/Personal Representative to execute any and all releases and other documents necessary in order to obtain disclosure to my Agent/Personal Representative of my patient records and other Protected Health Information that may be subject to and protected under HIPAA and/or any State-HIPAA laws.

I authorize my Agent/Personal Representative to appoint a Patient Advocate for me, who may be any person so designated by my Agent/Personal Representative. My Patient Advocate shall have the same right to ask questions and receive information regarding my medical condition(s), treatment, and any proposed treatment as I

and my Agent/Personal Representative would have, and the right to be in attendance to me at all times.

The powers conferred upon my attorney in fact extend to all of my right, title and interest in property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy or tenancy in common.

This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

I hereby confirm all acts of my attorney in fact pursuant to this power.

Any act that is done under this power of attorney shall be valid and binding on me unless the party claiming benefit from such act had actual notice prior to such act that this power of attorney had been revoked.

BY THE EXECUTION HEREOF, I INDICATE THAT I UNDERSTAND THE PURPOSE AND EFFECT OF THIS DOCUMENT, AND FURTHER THAT I AM OF SOUND AND DISPOSING MIND AND MEMORY AND SUFFER NO IMPAIRMENT OR INCAPACITY EITHER PHYSICAL OR MENTAL, NOR AM I ACTING UNDER CONSTRAINT OR UNDUE INFLUENCE, AT THE DATE OF THE EXECUTION HEREOF.

IN WITNESS WHEREOF, I have set my hand and seal this 21st day of May, 2019.

Signed, sealed and delivered
in presence of:

[Signature]

Printed Name: Derranis Mendez

[Signature]

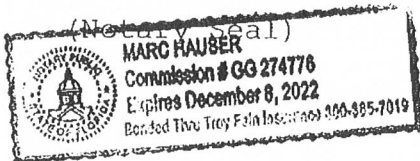
Printed Name: Moises Hernandez

[Signature]

OFELIA SHERMAN

STATE OF FLORIDA) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of MAY, 2019 by OFELIA SHERMAN who (☒) is personally known or (☐) has produced _____ as identification.



[Signature]
Notary Public State of Florida

LEASE AGREEMENT

This Lease Agreement ("Lease"), is made and entered into this 23rd day of September, 2020, by and between the **TOWN OF BAY HARBOR ISLANDS**, Florida ("Lessee") and **HIPPO LAND, INC.**, a Florida corporation ("Lessor").

WHEREAS, Lessor owns that certain property that consists of fifteen (15) parking spaces lying and being in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida, identified by folio number of 13-2227-001-2240 ("Folio"), and more particularly described as: Bay Harbor Islands, Plat Book 46-5, N50 Feet of Lots 9 & 10, Block 11, Lot Size 100' x 50' ("Parking Spaces").

WHEREAS, Lessee has leased the Parking Spaces in the past for use as off-street parking, sidewalks, ingress and egress roads, and incidental beautification of the off-street parking ("Permitted Uses");

WHEREAS, Lessor agrees to lease the Parking Spaces to Lessee for the foregoing Permitted Uses.

NOW THEREFORE, in consideration of the terms and conditions hereof, and for other good and valid consideration, the receipt of which is acknowledged, Lessor and Lessee agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein.
2. **Parking Spaces.** Lessor agrees to lease the Parking Spaces to Lessee to be used for any or all of the Permitted Uses.
3. **Lease Term.** The term of this Lease shall be one (1) year, with a Lease commencement date of April 1, 2020 ("Lease Commencement Date") and an expiration date of March 31, 2021 ("Term").
4. **Rent.** The rent for the Parking Spaces during the Term is nine thousand one hundred fifty dollars (\$9,150.00), payable in one (1) lump sum within ten (10) business days of the full execution of this Lease.
5. **Real Estate Taxes.** During the Term, Lessee shall pay the 2020 real estate taxes applicable to the Parking Spaces (assessed to the Folio) and the pro-rata portion of 2021 real estate taxes (from January 1, 2021 to March 31, 2021 assessed to the Folio). Lessee shall pay the 2020 real estate taxes prior to December 31, 2020. Lessee shall pay the 2021 pro-rata portion of the real estate taxes within ten (10) business days of Lessor presenting Lessee with the 2021 real property tax bill for the Folio.

SB

Lessee

[Signature]

Lessor

6. **Sublease and Assignment.** Lessee is prohibited from subleasing any of the Parking Spaces without Lessor's prior written approval. Lessee is prohibited from assigning this Lease to a third party without Lessor's prior written approval.

7. **Indemnification.** Lessee hereby agrees to indemnify and save the Lessor harmless of any and all liability, loss, damage, claims, costs, expenses, taxes and judgments caused by the Parking Spaces.

8. **Loss of Revenue.** In the event that any repairs, maintenance, changes or modifications are necessary to the buildings located adjacent to the Parking Spaces, whether ordinary or required pursuant to applicable building or zoning codes, which would deny or restrict access to the Parking Spaces, the Lessee agrees that the Lessor shall not be liable for any loss in parking meter revenue or other damages incurred by the Lessee in connection therewith. Notwithstanding the foregoing, the Lessee shall be permitted to charge parking fees to contractors and workers engaged in said repairs, maintenance, changes or modifications.

9. **Maintenance.** Lessee shall be responsible for maintenance of the Parking Spaces.

10. **Insurance.** Lessor shall be named as an additional insured on Lessee's liability policy, solely with regard to the Parking Spaces.

11. **Miscellaneous.**

- a. **Severability.** If any provision of the Lease is ultimately determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed without affecting the validity of any other provision hereof.
- b. **Entire Agreement.** This Lease constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter thereof and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the parties with respect thereto. The express terms of this Lease control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. Neither this Lease, nor any term or provision hereof, may be changed, discharged, or terminated orally, unless by an instrument in writing signed by the party against whom enforcement of the change, discharge, or termination is sought.
- c. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same agreement. Facsimile and .PDF signatures shall constitute originals.



Lessee



Lessor

- d. **Construction of Lease.** This Lease has been negotiated by the respective parties hereto, and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of the Lease, which shall be considered as a whole. All additions and deletions of provisions from and all drafts of the Lease shall be of no force or effect in interpreting the terms of the Lease or the intentions of the parties hereto.
- e. **Attorneys' Fees.** In event of any Litigation that arises out of or relates to the instant Lease the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred at all levels including those incurred in all trial and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in order to establish the amount of attorneys' fees and costs to be awarded pursuant to the instant paragraph.
- f. **Notice.** All notices permitted or required in this Lease or in the Lease shall be made in writing and shall be delivered via overnight delivery by a nationally known carrier (FedEx, UPS, DHL, USPS, etc.) as follows:

If to Lessor:

Hippo Land, Inc.
Attn: Joel Benes
18610 NW 87th Avenue, Suite 204
Hialeah, FL 33015

If to Lessee:

Town of Bay Harbor Islands
Attn: Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

With a copy, which shall not constitute notice, to:

Frank C. Simone, Esq.
Frank Simone, P.A.
701 Brickell Avenue, Suite 1550
Miami, FL 33131
Email: Frank@franksimone.com

SB

Lessee


Lessor

The parties hereto have executed this Lease, as of the day, month and year first above written.

HIPPO LAND, INC, a Florida corporation

By: _____

Print Name: MB Wiffels

Title: DIRECTOR

TOWN OF BAY HARBOR ISLANDS

By: Stephanie Bruder

STEPHANIE BRUDER
MAYOR

SB

Lessee

[Signature]
Lessor

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is entered into this 31st day of March 2021 ("Effective Date") by and between **HIPPO LAND, INC.**, a Florida corporation ("Lessor") and the **TOWN OF BAY HARBOR ISLANDS** ("Lessee").

WHEREAS, on or about September 23, 2020, Lessee entered into a lease with Lessor for the Parking Spaces ("Lease");

WHEREAS, the Lease is currently scheduled to expire on March 31, 2021. The parties desire to extend the Term of the Lease; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Recitals**. The above-mentioned recitals are true, correct and are incorporated herein by this reference.
2. **Defined Terms**. The defined terms set forth in the Lease shall be incorporated herein. Any term defined herein, shall also be applicable to the Lease.
3. **Amendments to the Lease**. The following amendments to the Lease are agreed to by the parties:
 - a. **Term**. The Term of the Lease (set forth in Section 3 of the Lease) shall be extended for an additional fourteen (14) days through and including April 14, 2021 ("Extended Term").
 - b. **Rental**. The Rent (set forth in Section 4 the Lease) during the Extended Term shall be \$350.96 (which is \$25.07, per day).
4. **Full Force and Effect; Conflict**. The Lease shall continue to be in full force and effect. To the extent that there is any conflict between the Lease and this Amendment, this Amendment shall control.
5. **Miscellaneous**.
 - a. **Severability**. If any provision of the Lease or this Amendment is ultimately determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is

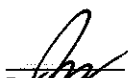

Lessor


Lessee

possible, such invalid or unenforceable provision shall be deemed severed without affecting the validity of any other provision hereof.

- b. **Entire Agreement.** This Amendment constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter thereof, and supersedes all prior written and all prior and contemporaneous oral agreements, understandings, inducements, and conditions, express or implied, among the parties with respect thereto. The express terms of this Amendment control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. Neither this Amendment, nor any term or provision hereof, may be changed, discharged, or terminated orally, unless by an instrument in writing signed by the party against whom enforcement of the change, discharge, or termination is sought.
- c. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same agreement. Facsimile and .PDF signatures shall constitute originals.
- d. **Construction of Amendment.** This Amendment has been negotiated by the respective parties hereto, and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of the Amendment, which shall be considered as a whole. All additions and deletions of provisions from and all drafts of the Amendment shall be of no force or effect in interpreting the terms of the Amendment or the intentions of the parties hereto.
- e. **Attorneys' Fees.** In event of any Litigation that arises out of or relates to the instant Amendment, Lease, or Lease Extension, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred at all levels including those incurred in all trial and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in order to establish the amount of attorneys' fees and costs to be awarded pursuant to the instant paragraph.
- f. **Notice.** All notices permitted or required in this Amendment or in the Lease shall be made in writing and shall be delivered as set forth in Section 11(f) of the Lease.

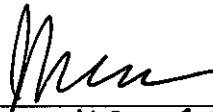
6. **Ratification of Lease.** The Lease, as amended hereby, is in full force and effect, and is ratified and confirmed, and there are no other amendments or modifications herein, except as stated herein.


Lessor

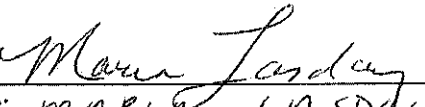

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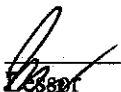
IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal,
as of the day, month and year first above written.

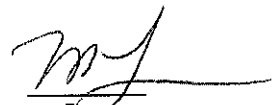
HIPPO LAND, INC.

By: 
Name: JOEL BRUES
Title: Asst. Mgr.

TOWN OF BAY HARBOR ISLANDS

By: 
Name: MARIA LASDAY
Title: Town Manager


Lessee


Lessee